



ALTARIS
EXECUTIVE

Terms of business

Terms for the Introduction of Permanent Staff to be directly employed by the Client (pages 1 to 5 of this document)

These conditions pertain to the introduction, by Altaris Executive Limited, of an Applicant intended for direct employment by you. Terms of Business for the Introduction of Contract Staff (pages 6 to 17 of this document)

These conditions apply to the introduction, by Altaris Executive Limited, of a service provider where no direct contractual link is established between you and the service provider.

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

For the purposes of these Terms of Business, the following definitions shall apply:

“Applicant” means:

- (i) any individual whose details—such as a CV or other identifying information—are provided directly or indirectly to the Client by the Employment Agency. Where the Applicant operates as a limited company, this includes any officer, employee, or agent acting on behalf of the Applicant; and/or
- (ii) any member of the Employment Agency’s internal staff.

“Client” refers to any individual, firm, or corporate entity (including any associated entity as defined under Section 1152 of the Companies Act 2006) to whom the Applicant is introduced by Altaris Executive Limited.

“Employment Agency” refers to Altaris executive limited, a company registered in England under company number 16640478 with its registered office at 30 Collingwood buildings, Collingwood St, Newcastle NE1 1JE

“Engagement” includes any form of appointment, employment, or utilisation of the Applicant by the Client—or by any third party to whom the Applicant was introduced by the Client—whether on a permanent, temporary, contract, agency, license, franchise, or partnership basis, and whether directly or through a limited company in which the Applicant holds a position. This applies regardless of whether remuneration is provided. The term "Engaged" shall be interpreted accordingly.

“Introduction” means:

- (i) an interview conducted by or on behalf of the Client with an Applicant, whether in person or remotely, following a request made to the Employment Agency to source candidates, where such Applicant is subsequently Engaged (regardless of whether the Engagement is directly attributable to the Agency); and/or
- (ii) the delivery (whether directly or indirectly) to the Client of the Applicant’s curriculum vitae or other identifiable information, where such Applicant is subsequently Engaged; and/or
- (iii) the onward provision by the Client of such information to a third party, where that third party subsequently Engages the Applicant. The term "Introduced" shall be interpreted accordingly.





“Relevant Period” means a period of 12 months from the latest of the following events:

- (i) the Client’s interview with the Applicant, whether conducted in person, by telephone, or via an online video platform, following the Client’s instruction to the Employment Agency to search for candidates;
- (ii) the provision to the Client, directly or indirectly, of the Applicant’s curriculum vitae or other identifying information;
- (iii) the most recent communication between the Employment Agency and the Client concerning the Applicant; or
- (iv) the Client’s rejection of the Applicant.

“Remuneration” includes all forms of compensation payable to or receivable by the Applicant for services rendered to or on behalf of the Client (or a third party), including base salary or fees, guaranteed and/or anticipated bonuses, commissions, allowances, inducement payments, company car benefits, and any other taxable or (where applicable) non-taxable emoluments. For the purposes of calculating fees, company car benefits will be valued at £4,000 (exclusive of VAT).

1.2 Unless the context requires otherwise, words in the singular include the plural, and vice versa.

1.3 Headings in these Terms of Business are for convenience only and shall not affect interpretation.

2. The Contract

2.1 These Terms of Business constitute the entire agreement between Altaris Executive Limited (acting as the Employment Agency) and the Client for the introduction of Applicants for direct engagement. These Terms are deemed accepted by the Client upon:

- an Introduction;
- the Engagement of an Applicant; or
- the disclosure by the Client of any Applicant information to a third party following an Introduction.

2.2 These Terms supersede all previous agreements, representations, or arrangements between the parties. Unless expressly agreed in writing by a director of Altaris Executive Limited, these Terms take precedence over any alternative terms proposed by the Client.

2.3 No variation to these Terms shall be valid unless agreed in writing by both parties and confirmed in a written document clearly stating the effective date of the revised terms.

3. Notification and Fees

3.1 The Client agrees to:

- a) Notify Altaris Executive Limited immediately upon making an offer of Engagement to an Applicant;
- b) Notify Altaris Executive Limited immediately upon acceptance of such offer by the Applicant and provide full details of the agreed Remuneration; and
- c) Pay all fees invoiced by Altaris Executive Limited within **48 hours** of the invoice date.

- b) Notify Altaris Executive Limited immediately upon acceptance of such offer by the Applicant and provide full details of the agreed Remuneration; and
- c) Pay all fees invoiced by Altaris Executive Limited within **48 hours** of the invoice date.

3.2 No fee shall be payable by the Client unless and until the Applicant commences the Engagement.

3.3 In the event of late payment, Altaris Executive Limited reserves the right to charge interest on overdue amounts at a rate of **2.5% per calendar week**, or part thereof, from the due date until payment is received in full.

3.4 An Introduction Fee, calculated in accordance with Clause 3.5 or 3.7 (as applicable), will become payable in respect of any Applicant Engaged by the Client (or by any third party to whom the Client has introduced the Applicant) within the Relevant Period, whether the Engagement is direct or indirect, and irrespective of whether Altaris Executive Limited is the effective cause of the Engagement. For the avoidance of doubt (and without limitation), the Client's use of social media platforms, internet resources, or other web-based technologies to assess the suitability of an Applicant or to assist in the recruitment process shall in no way affect the Client's obligation to pay the applicable Introduction Fee where an Introduction has been made by Altaris Executive Limited.

3.5

a) The fee payable to Altaris Executive Limited upon the Engagement of an Applicant within the Relevant Period shall be based on the Applicant's total Remuneration for the first 12 months of the Engagement, in accordance with the fee structure below. This fee is due regardless of the duration of the Engagement. VAT will be added at the prevailing rate.

If the Engagement is for less than 12 months, the annualised Remuneration will be calculated by:

- Dividing the total Remuneration by the number of days of Engagement;
- Multiplying the result by 365.

For part-time roles, fees are calculated based on a full-time equivalent of 37.5 hours per week.

Applicant's Annual Remuneration Upon Appointment Introduction Fee (Excl. VAT)

£0 to £19,999.99	£4,000 minimum fee
£20,000 to £24,999.99	20% of annual Remuneration
£25,000 to £29,999.99	20% of annual Remuneration
£30,000 and above	20% of annual Remuneration

b) A **minimum fee of £4,000 (exclusive of VAT)** shall apply in all cases, regardless of the Applicant's Remuneration.

c) If the Client withdraws an offer of Engagement after it has been accepted by the Applicant, a **cancellation fee of £2,000 (plus VAT)** will be payable to Altaris Executive Limited.





3.6 If the Client Engages or re-Engages the Applicant within 12 calendar months following termination of a prior Engagement or withdrawal of an offer, a full fee will be payable as outlined in clause 3.5.

3.7 Where the actual Remuneration is not disclosed or confirmed, the Client agrees to pay a fee equal to **three times** the standard fee as calculated under clause 3.5, based on either the known salary specification or, where unavailable, a reasonable market rate as determined by Altaris Executive Limited.

3.8 Any special terms (including discounted fees) are strictly subject to:

- The Client notifying Altaris Executive Limited in writing **prior to** the Applicant's commencement date; and
- Full payment being made **within 7 days** of the invoice date.

Failure to meet these conditions will void any special terms, and the standard fees in clause 3.5 shall apply.

4. Rebate Policy

4.1 The Client may be eligible for a rebate in the event that the Engagement terminates within the first **eight (8) weeks** (excluding cases of redundancy), provided that:

- a) The Client has paid Altaris Executive Limited's invoice **in full within 7 days** of the invoice date; and
- b) The Client has notified Altaris Executive Limited **in writing within 7 days** of the Engagement's termination.

Subject to these conditions, the following rebate shall apply:

- A rebate of **12.5% of the fee** will be issued for **each complete calendar week** of the unworked period within the 8-week window.

If the Engagement begins on a day other than Monday, the 8-week rebate period shall be deemed to commence from the preceding Monday.

4.2 No rebate is applicable when clause 3.6 is invoked, and the full fee under clause 3.5 is payable.

5. INTRODUCTIONS

5.1 Applicant Introductions are confidential. If a third party Engages an Applicant within the Relevant Period after the Client discloses details about an Applicant Introduced by the Employment Agency, the Client is liable to pay the Employment Agency's fee as per clause 3.5 or 3.7 with no rebate entitlement.

5.2 If an Employment Agency employee, with whom the Client has dealt personally, accepts an Engagement with the Client within 6 months of leaving the Employment Agency's employment, the Client pays an introduction fee under clause 3.5.

6. SUITABILITY AND REFERENCES **6.1** The Employment Agency strives to ensure Applicant suitability by confirming identity, relevant experience, training, qualifications, and authorizations. The Client must satisfy itself about the Applicant's suitability and take up any provided references before Engagement.

6.2 While proposing an Applicant, the Employment Agency informs the Client of confirmed details within 3 business days (excluding weekends and public holidays), or sooner if the Applicant has worked in a similar position within the past five business days.

6.3 The Employment Agency works to ensure awareness of legal or professional requirements enabling the Applicant to work in the sought position.

6.4 Steps are taken to ensure the Applicant's Engagement would not be detrimental to either the Client or the Applicant.



6.5 Despite the Employment Agency's efforts, the Client is responsible for assessing Applicant suitability, obtaining necessary permits, arranging medical examinations, and ensuring compliance with legal requirements in the work country.

6.6 To fulfill its obligations, the Client provides details of the position, including type of work, location, hours, required qualifications, risks, and steps taken to manage risks, enabling the Employment Agency to comply with clauses 6.1, 6.2, 6.3, and 6.4. Details include the start date, work duration, Remuneration, benefits, payment intervals, and notice periods.

7. SPECIAL CIRCUMSTANCES

7.1. In cases where the law or any professional body mandates qualifications or authorizations for an Applicant to work in the position sought by the Client, or if the work involves caring for individuals under the age of eighteen, or persons requiring care or attention due to age, infirmity, or other needs, the Employment Agency will make all reasonably feasible efforts to obtain and provide copies of relevant qualifications or authorizations held by the Applicant. Additionally, the agency will furnish two references from non-related individuals, who have consented to the disclosure of their references to the Client. The agency will take all practical measures to confirm the suitability of the Applicant for the specified position. In cases where the agency is unable to fulfill these requirements, the Client will be informed of the steps taken to obtain this information.

8. LIABILITY 8.1. Under no circumstances will the Employment Agency be held liable for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect, or consequential) incurred by the Client in connection with the agency seeking an Applicant, introducing or engaging an Applicant, or failing to introduce an Applicant. It is emphasised that the Employment Agency does not exempt itself from liability for death or personal injury resulting from its own negligence.

9. GENERAL

9.1(a) If, at any time, any provision or part-provision of these Business Terms is deemed void, invalid, or unenforceable by any jurisdiction, it will be treated as altered or reduced only to the extent minimally necessary to align with the laws of that jurisdiction and to prevent it from being void, invalid, or unenforceable. Such modified provision will be binding in its altered or reduced form. 9.1(b) If the modification under Clause 9.1a) is not feasible, the relevant provision or part-provision will be considered deleted. Any modification or deletion of a provision or part-provision under Clause 9.1 will not affect the validity and enforceability of the remaining portions of these Business Terms.

10. LAW 10.1. These Terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales. CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF CONTRACT STAFF

CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF CONTRACT STAFF

1. DEFINITIONS

1.1. In these Business Terms, the following definitions apply: "Project" refers to the Services to be performed by the Service Provider Personnel for the Client during the period in which the Service Provider is provided by the Employment Business to deliver the Services to the Client; "Services" denotes the services instructed by the Client to the Employment Business to be supplied by a service provider, as specified in the Schedule;

"Client" is the individual, firm, or corporate body outlined in the Schedule, including any associate of that entity as defined by section 1152 of the Companies Act 2006, requiring the services of the Service Provider;

"Conduct Regulations" pertains to the Conduct of Employment Agencies and Employment Business Regulations 2003;

"Employment Business" refers to Intellect UK Group Limited, a company incorporated in England under number 16640478, with its registered office at 30 Collingwood buildings, Collingwood St, Newcastle NE1 1JE



“Service Provider” means the limited company introduced to the Client by the Employment Business for the provision of Services. This includes any Service Provider Personnel and any third party to whom the Services are lawfully assigned or subcontracted with the prior written consent of the Client (including, but not limited to, composite companies).

“Service Provider Personnel” refers to any officer, employee, or representative of the Service Provider who is introduced or supplied by the Employment Business to the Client to perform the Services.

“Engagement” refers to the employment, engagement, or use of the Service Provider or any Service Provider Personnel by the Client—or by any third party to whom the Client has introduced the same—on any basis. This includes engagements under a contract of service or for services, agency, licence, franchise, partnership arrangement, or through another employment business, whether paid or unpaid. It also encompasses any follow-up or ancillary work arising from or related to the original project. The term "Engaged" shall be interpreted accordingly.

“Deemed Employment” means a Project to which the Off-Payroll legislation applies.

“Off-Payroll” refers to the amendments made to Chapter 8 and Chapter 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003, as amended from time to time.

“Introduction” means:

(i) any interview conducted by or on behalf of the Client with a Service Provider Personnel (whether in person, by telephone, or video platform), following a request by the Client for the supply of a Service Provider, where such individual or company is subsequently Engaged (whether or not the Employment Business is the effective cause of the Engagement); and/or

(ii) the provision to the Client, directly or indirectly, of any information that identifies the Service Provider or Service Provider Personnel, where the same is subsequently Engaged; and/or

(iii) the onward provision by the Client to a third party, directly or indirectly, of such identifying information, where the Service Provider or Service Provider Personnel is subsequently Engaged.

The term "Introduced" shall be interpreted accordingly.

“Relevant Period” means a period of 12 months from the latest of the following events:

(i) the Client's interview with any officer, employee, or representative of the Service Provider (in person, by phone, or online), following a request for the supply of a Service Provider;

(ii) the provision to the Client, directly or indirectly, of information identifying the Service Provider or Service Provider Personnel;

(iii) the most recent discussion between the Employment Business and the Client relating to the Service Provider Personnel; or

(iv) the rejection by the Client of the Service Provider or Service Provider Personnel.

“Schedule” refers to the written confirmation issued by the Employment Business and referred to in Clause 3.1, detailing the specific terms of the supply arrangement.

1.2 Unless the context requires otherwise, references to the singular include the plural, and references to any gender shall include all genders.

1.3 Headings in these Terms are provided for convenience only and shall not affect interpretation.





4. PERFORMANCE OF SERVICES

4.1 Altaris Executive Limited (the “Employment Business”) is responsible for supplying the Service Provider to fulfil the Project in accordance with these Terms. The Service Provider is engaged by the Employment Business under a contract for services and will provide the Services to the Client for the duration specified in the Schedule.

4.2 The Client shall define its requirements clearly and within agreed timeframes, and must provide all necessary information, documents, materials, data, and instructions required for the completion of the Project. The Client is also responsible for coordinating with the Service Provider to ensure the Services align with the agreed specifications in the Schedule and meet the Client’s expectations.

Service performance reviews should be conducted prior to the approval of timesheets or work records, which will form the basis of the Employment Business’s invoices. The Client acknowledges its obligation to settle such invoices in full. The Service Provider shall, where applicable, use its own equipment in the performance of the Services.

4.3 The Client shall coordinate with the Service Provider regarding the place of work and ensure the availability of appropriate materials. The Client must provide the Service Provider Personnel with reasonable access to its premises, systems, data, personnel, and any necessary tools or equipment required for delivery of the Services. While on the Client’s premises, the Client must ensure a safe and adequate working environment, as well as materials in proper condition, and shall ensure compliance by the Service Provider Personnel with all relevant site rules and procedures.

4.4 While the Service Provider Personnel are on site, the Client shall ensure that all applicable health and safety legislation is fully observed.

4.5 The Employment Business shall use reasonable efforts to ensure the suitability of the Service Provider to deliver the Services with appropriate skill and care. The Employment Business will undertake reasonable enquiries into the Service Provider’s qualifications and competence. However, the Employment Business does not carry out technical testing, and it remains the Client’s responsibility to satisfy itself as to the Service Provider’s capability to deliver the Project.

4.6 The Client shall notify the Employment Business without delay of any issues or complaints related to the performance of the Services by the Service Provider.

5. CHARGES

5.1 The Client agrees to pay the charges as confirmed at the outset of the Project, subject to adjustments by the Employment Business during the course of the Project (including, where applicable, adjustments to comply with Off-Payroll legislation). Charges may include the Service Provider’s fees, the Employment Business’s margin, and any disbursements (such as travel and accommodation) agreed in advance. VAT shall be applied at the prevailing rate to all charges.

5.2 Invoices will be issued weekly unless otherwise agreed in the Schedule and must be settled within 7 days of the invoice date. The Employment Business reserves the right to charge interest on overdue amounts at a rate of 1.5% per calendar month, or part thereof, on any payment outstanding beyond the due date.



2. THE CONTRACT

2.1 These Terms, together with any applicable Schedule, constitute the contract (“Contract”) between Altaris Executive Limited (the “Employment Business”) and the Client for the provision of Services. These Terms shall be deemed accepted by the Client upon requesting, interviewing, or Engaging a Service Provider or Service Provider Personnel, or by passing any related information to a third party following an Introduction.

2.2 Unless expressly agreed in writing by a Director of the Employment Business, these Terms shall prevail over any alternative terms or conditions proposed by the Client.

2.3 No variation or amendment to these Terms shall be valid unless confirmed in writing by an authorised representative of the Employment Business. Any such variation shall be communicated to the Client in writing, specifying the effective date of the revised terms.

3. CONFIRMATION OF PROJECTS

3.1 Prior to the commencement of the Project—or, where not practicable, immediately thereafter—the Employment Business shall issue written confirmation to the Client (the “Schedule”), which will include:

The Project duration;

The identity of the Service Provider;

The agreed fee and any disbursements payable;

The notice period for termination;

The invoicing schedule; Whether Off-Payroll applies and, if so, confirmation of the Client’s status as a medium or large entity with a UK connection; and

Any other relevant contractual details.

3.2 Unless otherwise agreed in writing, the Client acknowledges that the Service Provider and any Service Provider Personnel involved in the Project have opted out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the “Conduct Regulations”), pursuant to Regulation 32. This also applies to any individual or party to whom the Services are assigned or subcontracted. Accordingly, the Conduct Regulations shall not apply to the Project.

3.3 Where the Project falls within the scope of Off-Payroll, the Client agrees to:

3.3.1 Fulfil all obligations under Off-Payroll legislation, including:

(a) Exercising reasonable care in assessing the working practices applicable to the Project and providing the Employment Business with a written Status Determination Statement confirming whether the Engagement constitutes Deemed Employment;

(b) Communicating the Status Determination to the Service Provider;

(c) Promptly providing any information reasonably requested by the Employment Business to enable compliance with Off-Payroll obligations; and

(d) Implementing a dispute resolution process for disagreements regarding the Status Determination, and making reasonable efforts to resolve such disputes promptly and fairly.



5.3 If payment is not made within the agreed timeframe (7 days or as otherwise specified), the Employment Business reserves the right to suspend or withdraw the Services of the Service Provider with immediate effect.

5.4 All outstanding invoices become immediately payable upon the expiry or termination of the Contract

. 6. CLIENT'S OBLIGATIONS

6.1. When the Client instructs the Employment Business to retain a Service Provider, there is no direct contractual link between the Client and the Service Provider.

6.2. Throughout the Project, the Client will provide the Service Provider with sufficient instructions,

facilities, or access to facilities and equipment. The Client will also offer all reasonable assistance to

enable the Service Provider and the Service Provider Personnel to adequately perform their obligations under the Project.

6.3. If a Service Provider is retained by the Employment Business and deployed with the Client, the Client shall:

6.3.1. Monitor the Service Provider's Project performance and report any shortcomings to the Employment Business.

6.3.2. Agree and sign weekly worksheets provided by the Service Provider as a record of the work done and the Client's acceptance of that work.

6.3.3. Promptly pay each invoice submitted by the Employment Business based on the agreed worksheets and calculated according to the Project.

6.3.4. Be responsible for arranging, maintaining, and paying relevant premiums for adequate and valid insurance cover for injuries, loss, or damage to property suffered by the Service Provider and Service Provider Personnel during the Contract. This includes any claims by the Client's clients resulting from acts or omissions of the Service Provider or Service Provider Personnel in providing the Services.

6.4. The Client must ensure that the Client, the Client's staff, and premises comply with all relevant legislation, regulations, statutory instruments, orders, or rules of law related to health and safety.

The Client will ensure that the Service Provider and Service Provider Personnel have a safe working environment and are not prevented from complying with any relevant legislation or regulation.



Provided that:

6.5.1. The Service Provider gives the Client reasonable notice, and

6.5.2. The absence of the Service Provider Personnel does not interfere with the Project's performance or any established timetable, the Client will not report the Service Provider's action to the Employment Business or require the Employment Business to take action under Clause 7.

6.6. The Client acknowledges the Service Provider's right to supply one or more substitutes of equivalent expertise to work in place of the original personnel. The Client has the right to refuse the substitute personnel if, in the Client's view (acting reasonably), the substitute personnel have insufficient qualifications or experience. If substitution occurs, the other terms and conditions of the Contract, including the agreed sum and Project timetable, will remain unchanged unless both parties agree otherwise in writing. 6.7. In the event that the Service Provider cannot provide the original personnel or acceptable

substitute personnel, the Client is entitled to terminate the Project upon 7 days' written notice

(subject to the terms in the Schedule).

6.8. The Client shall not exert direct control or take responsibility for the Service Provider Personnel.

The Client acknowledges that the Service Provider Personnel are professionals who will use their

own initiative in delivering the Services. They will not be subject to supervision, direction, or control

concerning the manner in which they render those Services.

7. VERIFICATION OF SERVICE EXECUTION

7.1. At the conclusion of each week of the Project (or at the Project's end if it is less than one week or is finished before the week concludes), the Client is required to confirm the completion of Services by the Service Provider by signing a worksheet provided for this purpose. The Employment Business will retain one copy of the worksheet for its records.

7.2. The Client's verification of service execution signifies acknowledgment that the Service Provider's services have been provided satisfactorily and in accordance with the Contract. Failure to confirm execution in writing does not absolve the Client of its obligation to pay charges for the work performed.

Remuneration and indemnity

8.1. The Employment Business is responsible for remunerating the Service Provider's fees and deducting any required sums as per legal obligations. Under no circumstances should the Client make direct payments to the Service Provider for work completed as outlined in the signed worksheets.

8.2. The Client will indemnify the Employment Business against any liability arising from income tax

deductions, employee National Insurance Contributions, employer National Insurance Contributions, Apprenticeship Levy, or similar contributions related to the Services. This indemnification is triggered by: 8.2.1. The Client's failure to comply with obligations under Off-Payroll, including those outlined in

Clauses 3.3.1 or 3.3.2; or

8.2.2. Any relevant authority holding the Client's Status Determination to be incorrect.

8.3. Both the Client and the Employment Business agree that authorised expenses incurred by the Service Provider or Service Provider Personnel during service provision, including accommodation charges, meals, telephone services, and travel expenses, are chargeable to the Client by the Employment Business upon receipt of an authorised claim form and supporting documentation. This

is subject to a 5% administration fee charged by the Employment Business to the Client

. 9. INTRODUCTION FEES

9.1. Subject to Clause 9.2, the Engagement of the Service Provider or any Service Provider Personnel by the Client, either directly or indirectly, subsequent to an Introduction by the Employment Business, renders the Client liable to pay an introduction fee. This fee is calculated as follows:

9.1.1. If the Engagement involves an employment relationship or other use of the Service Provider or

Service Provider Personnel's services entitling them to an annual salary (or pro-rata salary if the Engagement is less than 12 months):

30% of the annual salary for Engagements of 12 months or more.

30% of the annual salary that would have been payable for Engagements less than 12 months

(calculated by dividing the amount by the number of days to be worked and multiplying by 365).

9.1.2. If the remuneration is not based on an annual salary or the annual salary is unknown, the introduction fee is calculated by multiplying the hourly charge by the Employment Business to the Client for the Service Provider's or Service Provider Personnel's services by 375.

The use of social media or web-based technologies for recruiting purposes does not exempt the Client from paying the introduction fee when there has been an Introduction by the Employment Business.

9.2. The introduction fee is payable under Clause 9.1 if the Engagement occurs within 12 months from the termination of the Project for which the Service Provider or Service Provider Personnel was supplied or, if no supply occurred, within the Relevant Period.

9.3. No refund of the introduction fee will be provided if the Engagement subsequently terminates. VAT is payable in addition to any fee due.

9.4. If named Service Provider Personnel engage in employment with the named Client or a third party introduced by the Client within 12 months of leaving the Service Provider, an introduction fee is payable based on the calculation in Clause 9.1.

10. LIABILITY

10.1. While the Employment Business makes every effort to ensure reasonable standards of skills, integrity, and reliability from each Service Provider, and to provide the same in accordance with the Project details, no liability is accepted by the Employment Business or its staff for any loss, expense, damage, costs, or delay arising from failure to provide a Service Provider for Project completion or from the negligence, dishonesty, misconduct, or lack of skill of the Service Provider or Service Provider Personnel, or if the Service Provider terminates the Project for any reason. The Employment Business does not exclude liability for death or personal injury arising from its own negligence.

10.2. Neither the Service Provider nor the Service Provider Personnel are under the supervision, direction, or control of the Employment Business. The Client must comply with all relevant statutes, bye-laws, and legal requirements, including maintaining any required insurances for the Service Provider. If the Services are performed on the Client's premises or the premises of the Client's client, the Client will indemnify the Employment Business against any costs, claims, damages, and expenses resulting from any breach of these Terms by the Client or any claims by the Service Provider Personnel arising from injury, loss, or damage to property suffered while on the Client's or the Client's client's premises.

10.3. The Client acknowledges that the limitations and exclusions of the Employment Business's obligations and liabilities under these Terms are reasonable and reflected in the charges payable to the Employment Business. The Client accepts the risk and/or insures accordingly.

11. EMPLOYMENT BUSINESS'S RESPONSIBILITIES IN CASE OF CLIENT DISSATISFACTION

11.1. If the Client is dissatisfied with the Service Provider or Service Provider Personnel, the Client must promptly communicate the details of its dissatisfaction in writing to the Employment Business.

11.2. Upon receiving the Client's dissatisfaction report regarding a Service Provider or Service Provider Personnel, the Employment Business will take necessary and reasonable steps, as required by the Client, to address the situation, including, but not limited to, terminating the Service Provider's agreement promptly.

12. TERMINATION OF THE PROJECT

12.1. The Project will initiate on the specified date in the Schedule and will continue until termination in accordance with the stipulations of these Terms or by mutual agreement.

12.2. The Client reserves the right to terminate the Project by providing the notice period specified in the Schedule.

12.3. The Client may terminate the Project immediately with written notice to the Employment Business under the following circumstances:

12.3.1. The Service Provider breaches any statutory or other reasonable rules and regulations during service provision.

12.3.2. The Client reasonably believes that the Service Provider has violated any confidentiality conditions applicable at the time.

12.3.3. The Client deems the Service Provider and/or the Service Provider Personnel to be negligent, inefficient, technically incompetent, or unsuitable for any reason.

12.4. The Employment Business may terminate the Project immediately with written notice:

12.4.1. If the Client wilfully or persistently breaches its obligations under these Terms.

12.4.2. If the Client becomes bankrupt, unable to pay debts as they fall due, proposes or enters into a compromise or arrangement with creditors, or undergoes any winding-up-related procedures, save for solvent reconstruction or amalgamation pre-approved in writing by the Employment Business.

12.4.3. If, in the Employment Business's opinion, the Service Provider or the Service Provider Personnel is no longer suitable to provide the Services.

12.5. Either party may terminate the Project immediately if the other party fails to comply with the provisions of Clause 11 above.

12.6. Upon termination by either party, the Employment Business will have an exclusive two-week period to replace the Service Provider.

13. RESTRICTION

13.1. The Client assures that, during the Project's duration, it will only use the services of the Service Provider and/or the Service Provider Personnel in accordance with the terms of this Contract and through the Employment Business.

14. EMPLOYMENT BUSINESS'S AGREEMENT WITH SERVICE PROVIDER

14.1. The Employment Business will establish an agreement with each Service Provider selected by the Client, aligning with the terms of the Contract.

14.2. The Employment Business's agreement with the Service Provider will include, but is not limited to: 14.2.1. Project details provided by the Client, including Project requirements and staff estimates for satisfactory completion.

14.2.2. A clause transferring the ownership of any intellectual property rights created by the Service Provider during the Project to the Client.

14.2.3. A termination clause allowing the Employment Business to terminate the Service Provider's contract immediately if required by the Client's absolute discretion.

14.2.4. A confidentiality clause, as per Clause 16 below.

14.2.5. A substitution clause, as per Clause 6.6 above.

14.2.6. A warranty from the Service Provider that, when using its equipment or intellectual property, it will comply with any security requirements reasonably required by the Client.

14.3. While acknowledging that the Service Provider operates independently, the Client agrees that the Employment Business's agreement with the Service Provider will not hinder the Service Provider's effective performance of the Project, even if engaged by other parties simultaneously.

15. LIMITATIONS

15.1 The Employment Business selected the Service Provider for the Client based on the Project details and the Service Provider's expertise. Consequently:

15.1.1 The Employment Business is not and cannot be held responsible for how the Service Provider chooses to fulfil the Project.

15.1.2 The Employment Business shall not be liable to the Client for the acts or omissions of the Service Provider.

15.2 The Employment Business presented the Service Provider to the Client in good faith and cannot be held responsible for any misrepresentations or misleading information



provided by the Service Provider regarding qualifications, experience, fitness, or suitability for the proposed Project.

15.3 The Client will not hold the Employment Business responsible for any failure by the Service Provider to deliver according to the Project.

15.4 Except for death or personal injury caused by the Employment Business's negligence or as expressly agreed in writing between the parties, the Client accepts that the entire liability of the Employment Business under or in connection with the Contract shall not exceed £1,000.

15.5 In agreement, the parties find it reasonable that the Employment Business shall not be liable to the Client for:

15.5.1 Any delay, loss, damage, costs, expenses, or other claims arising from incomplete, incorrect,

inaccurate, illegible, out-of-sequence, or improperly provided information or instructions from the Client to the Employment Business or the Service Provider, or any fault of the Client.

15.5.2 The Client making use of the Service Provider's services for any undisclosed purpose.

15.5.3 The Client allowing a third party the benefit of the services provided by the Service Provider.

15.5.4 Any loss of profit or any indirect, special, or consequential loss, damage, costs, expenses, or other claims arising out of or in connection with the performance of the Project by the Service Provider or its use by the Client.

16. CONFIDENTIALITY

16.1 Both parties will take reasonable steps to ensure that confidential documents, materials, data, or information supplied under the Contract remain confidential. Such information will only be made available to personnel who reasonably need to know it, and copies will not be provided to third parties. Either party can demand the return of such documents or materials within 7 days.

16.2 This obligation of confidentiality extends beyond the cessation or termination of the Contract.

16.3 Upon cessation or earlier termination of the Project, each party shall return all documents or materials containing confidential information.

16.4 This clause does not apply to information already in the public domain, and it ceases to apply if either party is required by law to make a disclosure or if the information becomes public knowledge through no fault of the other party. 16.5 Both parties undertake to use information received under the Contract only for the purposes of the Contract.





ALTARIS

EXECUTIVE

17. General

17.1 The relationship between the parties is that of independent contractors. Nothing in the Contract shall be construed as creating a partnership, joint venture, or employment relationship between the parties.

17.2 The Employment Business shall not be held liable for any delay or failure to perform its obligations under the Contract where such delay or failure arises from circumstances beyond its reasonable control.

17.3 Both parties acknowledge and agree that these Terms are fair, reasonable, and reflect a mutually acceptable allocation of rights and obligations.

17.4 The Client is responsible for reviewing and confirming the accuracy of all Contract details and for accepting the Schedule via the Employment Business's online portal (operated by Intellect UK Group Limited) prior to the commencement of Services. Any discrepancies or concerns must be raised in writing before the Service Provider begins the assignment.

17.5 If the Client does not raise any objections prior to the commencement of Services, it shall be deemed to have accepted the Contract and its associated terms in full.

17.6 The Employment Business shall not be required to address or rectify any issues that were known to the Client prior to the commencement of the Contract unless such issues were notified in writing in advance.

17.7 These Terms, together with the Schedule, represent the entire agreement between the parties and supersede all prior negotiations, representations, or agreements, whether oral or written, relating to the subject matter of the Contract.

17.8(a) If any provision of the Contract is determined to be void, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the affected provision shall be deemed deleted, and the remaining provisions shall continue in full force and effect.

18. LAW

18.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

