

INFINITY BY SD

Terms and Conditions of Business

1. Definitions

In these Terms and Conditions, the following definitions apply:

- **"Agency"** refers to SD International Solutions Limited, a company incorporated under the laws of England and Wales, with registered office in London, England, United Kingdom, trading as "Infinity by SD" and acting as an employment agency under the Employment Agencies Act 1973.
- **"Client"** means any individual, company, or entity engaging with the Agency for the Introduction of Candidates.
- **"Candidate"** means any person introduced by the Agency for potential Engagement.
- **"Christmas Holidays"** means the period including Christmas and New Year's Day, going from and included the 20th day of December of any given year to and included the 10th day of January of the subsequent year.
- **"Engagement"** refers to the employment, hire, or use of a Candidate, directly or indirectly, by the Client or any third party connected to the Client.
- **"Fee"** means the fee payable for the successful Engagement of a Candidate.
- **"Full-Time"** means 35+ hours per week.
- **"Introduction"** means the provision by the Agency or on its behalf of Candidate information, including resumes, interviews (in person, by telephone or any other method), or direct contact.
- **"Part-Time"** means any contract under 35 hours per week.
- **"Remuneration"** includes base salary, wage, fee, remuneration, compensation, earnings, gratuity, retainer, incentive, emolument, reward, bonuses, commissions, allowances, and any additional payments, benefits, mandatory social contribution and taxes (in any case, whether paid or payable, on annual basis or, in case of part-time placement, pro-rata basis, by the Client, or by anybody on its behalf, to the Candidate).

2. Acceptance of Terms

2.1 These terms constitute the entire agreement between the Agency 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, or the Engagement by the Client of, a Candidate; or
- (b) the passing of information about the Candidate by the Client to any third party; or

- (c) the Client's interview or request to interview a Candidate; or
- (d) the Client's signature at the end of these Terms; or
- (e) any other written expressed acceptance of these Terms; or
- (f) the Client making use of the Agency's services in any form.

2.2 For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally affected.

2.3 These Terms supersede all previous agreements between the parties in relation to the subject matter hereof.

2.4 These Terms prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 The Client authorises the Agency to act on its behalf in seeking Candidates and, if the Client so requests, shall advertise for such Candidates through such methods as are agreed with the Client.

3. Scope of Agreement

3.1 The Agency agrees to provide the Client with Candidate referrals for the purpose of potential Engagement. The scope of this agreement is limited to the Introduction, and the Agency shall not be responsible for making or finalising any employment or hiring decisions, negotiating related terms, or entering into any contractual arrangements on behalf of the Client or the Candidate.

3.2 The Agency does not act as an employer or recruiter for the Client, nor does it assume any role in managing employment contracts, salaries, benefits, or employment or hiring conditions between the Client and the Candidate. The Agency's involvement is strictly limited to facilitating Introductions, and it will not become a party to any agreement between the Client and the Candidate. The Agency does not employ or hire any of the Candidates directly or indirectly.

4. Client Obligations

4.1 The Client agrees to:

(a) Provide accurate and truthful information regarding the role, responsibilities and working conditions, including the type of work that the Candidate would be required to do; any accommodation for the Candidate; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks.

(b) Provide details of the date the Client requires the Candidate to commence work, the duration or likely duration of the work; the Remuneration, including minimum rate, expenses and any other benefits that would be offered; the intervals of payment and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

(c) Pay to the Candidate(s) reasonable traveling expenses for attending any interview.

(d) Co-operate fully with the Agency in connection with any reasonable query relating to the Engagement or the Remuneration, and undertakes to provide promptly at the request of the Agency copies all relevant documents and correspondence relating to any Engagement.

(e) Notify the Agency immediately upon offering or confirming Engagement with a Candidate and to supply details to the Agency of the date of commencement, length and remuneration of Engagement and all other related terms. The Agency will verify the information provided by the Client with the Candidate.

(f) Be responsible for all Engagement obligations and compliance with all laws applicable to the Engagement, including registration of the Candidate with relevant authorities, payment of salary, deposit, taxes, pension and other social contribution, insurance, and any necessary legal documentation (e.g. visas, work permits). If requested, relevant proof of compliance must be promptly provided by the Client to the Agency. Any information provided by the Agency regarding visas and work permits, authorisations and requirements is purely for information purposes, and the Agency is not responsible if such information is incorrect or no longer applicable.

(g) Not engage or re-engage or refer the Candidate to third parties within 12 months of the later of:

- the Introduction; and
- the end of the Engagement,

without informing the Agency and settling the appropriate Fee.

(h) Inform the Agency within 3 business days where it receives details of a Candidate from the Agency which it has already received from another agency in relation to the same vacancy. If no such notification is given by the Client, then, in the event of an Engagement, the Client agrees the Agency is entitled to charge the Fee in accordance with these terms.

4.2 The Client acknowledges and agrees that the Candidate, once accepted by the Client, is employed or hired by the Client and not by the Agency. Any legal relationship which results is between the Client and the Candidate. The Agency does not employ or hire any of the Candidates, directly or indirectly, unless otherwise expressly agreed in writing. Candidates are introduced to, and will be always employed or hired by, the Client. Consequently, Candidates shall be under the supervision, direction and control of the Client.

4.3 The Client acknowledges and agrees that it is solely responsible for the final selection of Candidates, including the verification of qualifications, references, and any other employment-related checks. The Client is also responsible for negotiating the terms and conditions of employment directly with the Candidate, without any involvement from the Agency, and for drafting and presenting a written contract to the Candidate before the starting day, if the Client wants the Candidate to sign it.

4.4 If the Client has to delay the commencement of Engagement (for example because of the birth of a baby later than expected) then the Client shall be liable to pay the Candidate the full agreed weekly salary from the agreed date to the date of actual commencement.

4.5 The Agency is committed to equal opportunities and expects the Client to comply with all applicable anti-discrimination legislation regarding the selection and treatment of Candidates.

5. Confidentiality

5.1 Other than as strictly mandated under applicable laws or the order, request or instruction of any authority, both the Agency and the Client shall not, whether on their own behalf or in any capacity for any other person, firm or company, use or disclose to anyone any information of a confidential nature relating to the other (or to any of the other's associated companies) or to the other's affairs or conduct of the other. Any information received by the Agency will be treated confidentially. The Agency agrees not to provide this information to third parties, other than any prospective Candidates for purpose of their Engagement.

5.2 All Candidate information shared by the Agency is strictly confidential. If the Client passes Candidate details to a third party and that party engages the Candidate, the Client remains liable for the full Fee.

5.3 The Parties agree, also to the benefit of the Candidate, that any confidentiality obligation of the Candidate to the Client shall not prevent or preclude a Candidate from informing the Agency of matters related to or connected with the effective terms and/or performance of Engagements.

6. Fees and Payment

6.1 Fees are due and payable for the successful Engagement of a Candidate as follows.

6.2 For sake of clarity, for purpose of calculating applicable fees any Engagement which is originally expected to last 13 weeks or more is deemed "permanent" and relevant fees are calculated based on Remuneration for one full year.

6.3 Under no circumstances are Fees refundable after the Client has approved a Candidate and the Candidate has accepted the offer of Engagement or is due to start or has started the Engagement. Acceptance of an offer doesn't imply the signing of a contract, it is enough that the parties agreed, over the telephone or by email or by execution.

6.4 If the Client changes the terms of the placement (including, without limitation, the level of overall remuneration or the hours of work) after: (1) a search was carried by the Agency under different terms or criteria and (2) the Candidate has accepted an offer, and if the Candidate refused to accept the amended terms or criteria of the new offer, the Agency will have no liabilities for the refusal of the Candidate to accepting the new offer, while the Fees, calculated on the original offer, will have to be paid by the Client in any event.

6.5 If at any time the Client wants to extend any placement and/or the working hours of a Candidate, the Client must promptly inform the Agency and pay the Agency additional Fees, based on the above. If the Client extends any placement or working hours of a Candidate without informing promptly the Agency, the Client shall remain liable for such additional Fees and be liable for an additional 30% penalty surcharge.

6.6 If the Client receives the details of another Candidate from one of the Candidates already introduced by the Agency, the Client has to contact the Agency and pay the applicable Fees if the Client wants to hire or employ that additional Candidate.

6.7 Unless agreed otherwise in writing, fees are payable exclusively in GBP (£). Fees are exclusive of VAT and other sales taxes, which (if applicable) remain the responsibility of the Client. In case of payment by bank transfer, the Client is also responsible for all corresponding fees related to the Bank transfer. All Fees are non-refundable and payable within 7 days of invoice or prior to the Candidate's start date, whichever comes first.

6.8 The Agency is entitled to charge interest of 5% above the Bank of England base rate on overdue invoices. In addition, the Agency reserves the right to pass without further notice to the Client all invoices not settled within 30 days from the invoice date to a debt collector which will result in additional charges.

6.9 Any payment due under these terms must be made free of any right of counterclaim or set off and without discount, deduction or withholding of any kind, other than any deduction or withholding required by law.

7. Temp-to-Perm

If a temporary placement transitions into a permanent role, the full permanent placement Fee applies, minus temporary Fees already paid. Replacement guarantees do not apply to temp-to-perm conversions unless expressly agreed in writing.

8. Replacement Guarantee

8.1 With regard to any Engagement which is originally expected to last more than 13 consecutive weeks, including any trial period, the Agency offers one free replacement within the first 12 weeks of Engagement, subject to:

(a) Written notice to the Agency within 3 working days of any termination of Engagement.

(b) All fees having been paid in full and on time.

(c) The working conditions and original job specification must have not changed.

(d) The Candidate not leaving due to unreasonable conditions, contract breach, or material differences from the agreed role (in any case alleged by the Candidate or ascertained by any authority).

(e) Exclusivity granted to the Agency for sourcing a replacement.

(f) Compliance at all times with these terms and applicable employment legislation.

8.2 Only one replacement is offered per placement. If the Client finds a replacement via another source, the Agency will not offer any further replacements. Refunds are not issued under any circumstances.

9. Suitability & Liability

9.1 The Agency takes reasonable steps to assess the suitability of Candidates, including through reference, ID checks and, if expressly agreed, DBS check, but the Agency does not seek independent verification of the information supplied by a Candidate.

9.2 Final responsibility for background checks, right to work, VISA requirement checks, health assessments, and job suitability rests with the Client. The Client is responsible for obtaining any visas which are necessary for the Candidate. The Client understands that any background check by the Agency on the Candidate does not amount to a guarantee or confirmation of suitability.

9.3 No warranty either expressed or implied is given by Agency as to the suitability of the Candidate for the purposes of the Client or as to the accuracy of any references supplied or qualifications of the Candidate. The Agency accepts no responsibility in respect of matters outside its knowledge.

9.4 The Agency shall not be liable for any loss, damage, costs, delay, inconvenience or legal action resulting from the actions or performance of any Candidate, or as a result of any reliance by the Client on the Candidate, its Introduction and/or Engagement (or expected Engagement). The Agency does not guarantee that a Candidate complete his or her proposed length of stay or Engagement with the Client.

9.5 The Agency's liability under or in connection with these terms, howsoever that liability arises (including, without limitation, a liability arising by breach of contract, arising by tort, including, without limitation, the tort of negligence or arising by breach of statutory duty), shall be limited to the Fees effectively paid by the Client in respect of the relevant Candidate.

10. Cancellations

10.1 We will charge a cancellation fee equal to 25% of the applicable Fees, if you withdraw an offer of Engagement made to a Candidate before the Candidate has accepted the offer.

10.2 We will charge a cancellation fee equal to 50% of the applicable Fees, if you withdraw an offer of Engagement made to a Candidate after the Candidate has accepted the offer but before the Candidate agreed start date.

10.3 We will charge a cancellation fee equal to 100% of the applicable Fees, if you terminate the Engagement with a Candidate after the Candidate has accepted the offer and his/her agreed start date.

10.4 In case of cancellation of any offer or early termination of Engagement, the Client shall promptly make to the Candidate all payments required under applicable laws due to or arising under the Engagement.

11. Data Protection

The Client agrees to handle Candidate data in compliance with UK data protection laws (e.g., GDPR) and the applicable data protection laws of any other relevant countries in which the Engagement is executed or performed. In particular, Candidate data must be used as strictly required for purpose of the Engagement and in compliance with these terms.

12. General Provisions

12.1 If any of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this term shall not affect the validity and enforceability of the other terms, while the parties undertake to cooperate in utmost good faith and using best efforts to amend these terms to pursue to the fullest extent permitted under applicable laws the scope of any invalid term.

12.2 Each party shall, at the request of the other, at any time and from time to time, and without cost to the other, make, execute and/or deliver any and all further documents, instruments and/or assurances which may be reasonably requested by the other for the purpose of giving full force and effect to the provisions of these terms.

12.3 Other than as expressly provided, none of these terms is intended for the benefit of any third party and the parties do not intend that these Terms and Conditions should be enforceable by a third party, either under the Contracts (Rights of Third Parties) Act 1999, or otherwise.

13. Resolving Problems

13.1 The Agency is committed to providing a high-quality service to all its clients and never received any complaint. However, if something goes wrong, we need you to tell us about it. This will help us to improve our standards, and we will endeavour to address your concerns. If you have a complaint, please contact us as soon as possible after the circumstances giving rise to the complaint come to your notice.

13.2 If you are unhappy about any aspect of our services you have received or about any invoice, please contact us on +44 7309 261694 and/or via e-mail at info@infinitybysd.com. We will consider your complaint within four weeks.

14. Governing Law

To the full extent allowed under applicable law, the parties agree that these terms must be governed by the laws of England and Wales and any disputes related to or connected with the subject matter covered by these terms must be subject to the exclusive jurisdiction of the English courts.

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