



Immercial Limited – Terms of Sale

Others Commitment to us

Immercial Limited welcome various opportunities. The below terms of sale set out both the basis for any introductions and also the terms our clients need to note.

1. NON-EXCLUSIVE BASIS & HOURS OF WORK

To all clients/customers and to/through any third party we may work with, we offer ALL our services on a Strict NON-EXCLUSIVE SERVICE/BASIS. Immercial Limited may engage in any other commercial (or any other type) activities we choose and provide ANY other client/customer/agency etc. services/works/activities at any time. From time to time these may be seen as competitive to others, as the works we undertake and offer may be similar to others we work with, but we have no duty to pre-notify any party of any other works or commitments we have. We will of course work to ensure (as reasonably as we can) that any other works we undertake do not conflict with other agreements and our commitments.

We adopt a non-negotiable 48 hour working week, in line with the UK 'working time directive'. This goes for both our services offered to clients and for the hours we expect our employees to work under. While these weekly hours are non-negotiable for the health of our people, we do appreciate that from time to time we will need to work extended hours on certain day occasions to meet client requirements and deadlines. Where this occurs, we will adjust down other days in that week to suit, or supplement any extended hours past this 48 hour mark with another worker. Any hours over 48 hours per week are chargeable at our standard/or agreed contract rate.

2. OUR INFORMATION HELD TO MARKET

Some information held on our website and/or shared publicly and/or sent to others through other forms of communication such as email, linked in, messaging etc. is personal to our company and our business plan and marketing. This includes cv type profile documentation and company profile documents which are used for business opportunities and work winning. These documents are held and available to the market in an open manner and therefore we cannot accept any other firm/person/company or the like, looking to benefit from these 'profiles'. This relates to such persons who act as 'recruiters' or head'-hunters' or similar type agency roles.

3. FIRST ISSUERS

FOR CLARITY, ONLY IMMERCIAL ARE THE **FIRST ISSUERS** OF ANY SUCH CV / PROFILE TO **ALL** POTENTIAL CUSTOMERS/CLIENTS/COMPANIES IN EXISTENCE AND NO ONE ELSE WILL EVER 'OWN' ANY RIGHT (such as the term 'first to introduce') TO ANY EMPLOYEE/PERSON WORKING FOR OR REPRESENTING IMMERCIAL LIMITED.

No agency/recruiter/similar can submit any employee/candidate etc. from Immercial (speculatively or otherwise) WITHOUT obtaining explicit permission from a Immercial Limited Director. The agency/recruiter must divulge to Immercial on what our/any personal data is being used for, who specifically it will be shared with (i.e. which other firm) and if it is stored, how long it will be stored for.

4. DIRECT WORKING

Additionally, if after working for a company/client through introduction by others (such as an agency/recruiter) at any time that company/client wishes to engage directly with Immercial Limited, then we shall be allowed to do so and without any penalty to ourselves. We will of course ensure we have discussed and/or notified the agency/recruiter of this client/customer request in advance of the change, typically then allowing for 30days to pass until entering into any new/direct client/customer agreement.