ALTIORA LEGAL GROUP

LEGAL SEARCH FIRM

CLIENT TERMS OF BUSINESS

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CLIENT TERMS OF BUSINESS

ALTIORA LEGAL GROUP LIMITED
TERMS OF BUSINESS
Permanent Recruitment Services
Version 1.0
Effective Date: 16th September 2026

1. **Introduction**

1.1. These Terms of Business ("Terms") govern all recruitment services provided by Altiora Legal Group Limited ("the Agency", "we", "our" or "us") to the Client.
1.2. By instructing Altiora Legal Group Limited to introduce a Candidate, interviewing a Candidate, requesting information about a Candidate or engaging a Candidate introduced by us, the Client is deemed to have accepted these Terms.

2. **Company Details**

2.1 **Company Name:** Altiora Legal Group Limited
2.2 **Company Number:** 17302743
2.3 **Email:** info@altioralegalgroup.co.uk
2.4 **Website:** https://altioralegalgroup.co.uk

3. **Definitions**

For the purposes of these Terms:
3.1 **The Agency** means Altiora Legal Group Limited.
3.2 **Client** means any business or organisation receiving recruitment services from the Agency.
3.3 **Candidate** means any individual introduced by the Agency for employment.

3.4 **Introduction** means:
- Supplying a CV.
- Providing Candidate details.
- Arranging an interview.
- Introducing a Candidate verbally or in writing.
- Facilitating contact between the Client and Candidate.

4.**The Contract**

4.1 These terms of business and the attached Schedule(s) ("the Terms") constitute the contract between the Agency and the Client for the Introduction of permanent staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.
4.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
4.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Agency and the Client and are set out in writing.
4.4 The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client

5. **Services**

Altiora Legal Group Limited specialises in the permanent recruitment of:

- Solicitors
- Partners
- Legal Executives
- Paralegals
- Trainee Solicitors
- In-house Legal Counsel
- Compliance Professionals
- Risk Professionals
- Company Secretarial Professionals
- Legal Operations Professionals
- Legal Business Support
- HR Professionals
- Finance Professionals
- Marketing Professionals
- Business Development Professionals
- Legal Secretaries
- Executive Assistants
- Office Managers
- Other professional support personnel

6. **Invoicing**

6.1 Invoices will be issued on the Candidate's start date.
6.2 Payment is due within 14 calendar days from the invoice date without deduction, withholding, counterclaim or set-off.
6.3 Failure to pay within this period constitutes a breach of these Terms.

7. **Late Payment**

7.1 Interest shall accrue on overdue invoices at 8% above the Bank of England base rate together with any compensation permitted under the Late Payment of Commercial Debts legislation.
7.2 The Agency reserves the right to recover all reasonable legal and debt recovery costs spent due to late payment by the client.

8. **Candidate Ownership**

8.1 Where a Candidate introduced by Altiora Legal Group Limited is engaged by the Client within 12 months of (a) the Introduction, (b) the Client's withdrawal of an offer of Engagement or (c) the Candidate's rejection of an offer of an Engagement, (whichever is the later) the Agency's fee shall remain payable in full.
8.2 A fee remains payable if the Candidate is engaged directly or indirectly, whether as an employee, consultant, contractor, partner, shareholder or otherwise.

9. **Previous Knowledge**

9.1 If the Client believes they have already been introduced to a Candidate, they must notify the Agency in writing within five working days of the Introduction and provide documentary evidence.
9.2 Failure to do so shall result in the Introduction being deemed exclusive to the Agency.

10. **Fees**

10.1 the Agency's fee shall be **25% of the Candidate's total gross annual remuneration package**, including basic salary and any guaranteed bonus, guaranteed commission, guaranteed allowances, car allowance and any other guaranteed taxable remuneration. exclusive of VAT.
10.2 VAT shall be added where applicable and is charged at the standard rate on all fees.
10.3 The Introduction Fee is deemed earned and payable on the Candidate's commencement date.
10.4 Where the Candidate's remuneration increases within 12 months of commencement pursuant to a contractual increase agreed before commencement, the Introduction Fee shall be recalculated accordingly and the Client shall pay any additional amount due.

The Client agrees to:

10.5 Notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate.
10.6 Notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency.
10.7 Pay the Introduction fee, to be calculated in accordance with the provisions of this agreement, by the due date(s) within 14 calendar days of the invoice date.
10.8 Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance based on its determination of the Remuneration taking into account the market rate level of Remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
10.9 The Client’s obligations shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
10.9.1 In the event that any of the Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency within 3 months of leaving the Agency the Client shall be liable to pay the Agency a fee equivalent to the Introduction Fee calculated in accordance with clause 10.1.

11. **Fee avoidance**

11.1 The Client shall not avoid payment by engaging the Candidate through another business, consultancy, payroll provider, umbrella company, associated company or connected person or by delaying the Engagement or engaging the Candidate after expiry of the Candidate Ownership Period in circumstances designed to avoid payment.

12. **Rebates and Refunds**

These are subject to:
12.1 Payment of the invoice in full.
12.2 No outstanding invoices owed to the Agency and payment was no more than 4 days late.
12.3 The Client notifying the Agency of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.
12.4 The Client allowing the Agency 14 days of exclusive rights to source a replacement.
12.5 If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 8 weeks from the date of commencement of the Engagement; then the Agency will refund the Introduction Fee in accordance with the accompanying Scale of Refunds set out in the Schedule set out below in clause 12.9.3.
12.6 The date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.
12.7 If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 12 calendar months from the date of termination then the refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.
12.8 The following scale of refund only applies provided the Client has complied with these Terms of Business.
12.9 If the Client recruits elsewhere before those 14 days expire, the Client will lose the rebate.
12.9.1 A Client will only ever be eligible for one concession whether it is an Incentive, Discount or Rebate for each position, and may not receive any other. Any Incentive, Discount or Rebate is automatically withdrawn should any Altiora Legal Group invoice not be settled within the Company's Payment Terms of 14 days, of date of invoice.
12.9.2 There will be no refund where the Candidate's Engagement is terminated (or the Engagement would have terminated but for any period of garden leave or payment in lieu of notice) during or after the 9th week of the Engagement.

12.9.3 The following rebate applies if the Candidate leaves employment within the first eight weeks for reasons other than redundancy, restructuring or material breach by the Client:

Rebate:

Week 1 80%
Week 2 70%
Week 3 60%
Week 4 50%
Week 5 40%
Week 6 30%
Week 7 20%
Week 8 10%

- No rebate shall be payable after eight completed weeks of employment.
- No rebate is available where the Client has failed to comply with these Terms.

13. **Client Responsibilities**

The Client agrees to:
13.1 Provide accurate vacancy information.
13.2 Comply with all employment legislation.
13.3 Verify a Candidate's right to work.
13.4 Carry out appropriate reference and background checks.
13.5 Make all final hiring decisions.

The Client accepts responsibility for the ultimate suitability of any Candidate.

14. **Candidate Information**

14.1 Candidate information is confidential.
14.2 Candidate CVs, interview notes, profiles and all accompanying documentation remain the confidential property of Altiora Legal Group Limited.
14.3 They must not be passed to another company or third party without prior written consent.
14.4 If a Candidate is engaged following unauthorised disclosure, the Agency's full fee shall remain payable.

15. **Confidentiality**

15.1 Both parties agree to keep confidential all commercial, financial and personal information received from the other party.
15.2 Candidate CVs remain the confidential property of Altiora Legal Group Limited and may not be copied, forwarded or uploaded to any AI system without prior written consent.
15.3 This obligation survives termination.
15.4 Candidate information must not be retained after the recruitment process where there is no lawful basis to retain it.

16. **Intellectual Property**

16.1 All Candidate reports, recruitment materials, branding and documentation remain the intellectual property of Altiora Legal Group Limited.

17. **Termination**

17.1 Either party may terminate an ongoing recruitment instruction by written notice.
17.2 Termination shall not affect any fees already earned.

18. **Force Majeure**

18.1 Neither party shall be liable for delays caused by events outside their reasonable control.

19. **Entire Agreement**

19.1 These Terms constitute the entire agreement between the parties and supersede all previous discussions and understandings.
19.2 Each party acknowledges that it has not relied upon any representation other than those contained within these Terms.

20. **Variation**

20.1 No variation shall be effective unless agreed in writing by Altiora Legal Group Limited.

21. **Governing Law**

21.1 These Terms shall be governed by the laws of England and Wales.
21.2 The courts of England and Wales shall have exclusive jurisdiction.

22. **AI**

22.1 Candidate information may not be uploaded, copied or processed through any artificial intelligence platform, large language model, automated screening software or publicly accessible AI system without the Agency's prior written consent or used for training, developing or improving any artificial intelligence model.

23. **Multiple Offices**

23.1 The Client is liable to pay the fee in full to the Agency regardless of which office the introduced Candidate is employed into.
23.2 The Client cannot avoid a fee by hiring a Candidate introduced by the Agency to the Client through a different office or another division, subsidiary or associated undertaking.

24. **Equal Opportunities**

24.1 The Agency supports equal opportunities and expects all Clients to comply with applicable equality legislation.
24.2 Hiring decisions remain solely the responsibility of the Client.

25. **Anti-Bribery**

25.1 Both parties agree to comply with the Bribery Act 2010 and maintain appropriate anti-bribery procedures.

26. **Limitation of Liability**

26.1 Whilst every effort is made to assess Candidates, Altiora Legal Group Limited does not guarantee:

- Qualifications.
- Experience.
- Performance.
- Honesty.
- Suitability.

26.2 The Client remains responsible for carrying out all necessary employment checks.
26.3 Except where liability cannot lawfully be excluded or limited, the Agency's aggregate liability arising out of these Terms shall not exceed the Introduction Fee paid in respect of the relevant Candidate.
26.4 Nothing in these Terms excludes liability for death or personal injury caused by negligence or for fraud.

27. **Introductions To Third parties**

27.1 Introductions of Candidates are confidential.
27.2 If a Client discloses a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction".
27.3 If that Third-Party Introduction results in an Engagement of the Candidate by the third party within 12 months of the Agency's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee.
27.4 Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 12 in any circumstances.

28. **Electronic Acceptance**

28.1 The Client accepts the Terms by:

- Instructing the Agency.
- Requesting Candidate details.
- Interviewing a Candidate.
- Making an offer.
- Engaging a Candidate.

29. **Suitability Checks**

The Agency endeavours to ensure the suitability of Candidates introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:

29.1 Ensure that it would not be detrimental to the interests of either the Client or the Candidate.
29.2 Ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body.
29.3 Confirm that the Candidate is willing to work in the position.
29.4 The Client must satisfy itself as to the suitability of the Candidate for the position they are seeking to fill.

30. **Notices**

30.1 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission.
30.2 Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

31. **Severability**

31.1 If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

32. **Acceptance**

32 .1 By instructing Altiora Legal Group Limited to provide recruitment services, interviewing a Candidate introduced by the Agency or engaging such Candidate, the Client confirms acceptance of these Terms of Business.

33.**Changes to These Terms**

33.1. The Agency may update these Terms and Conditions from time to time.
33.2. Changes will not retrospectively alter the terms applicable to an existing instruction unless the parties agree otherwise in writing or the change is required by law.
33.3. The version applicable to a particular instruction will be the version agreed or accepted when that instruction commenced, subject to any subsequent written agreement.

CLIENT TERMS OF BUSINESS

Person Authorised to Employ the Services of Altiora Legal Group Limited, and/or confirm the appointment of Altiora Legal Group Limited supplied Candidates.

1. Client / Company Name: _____

2. Persons Name: _____

3. Telephone Number: _____

4. Contact Email Address: _____

Signed for and on behalf of the Client: _____

Designated Accounts Person / Persons authorised to receive and make invoice payments and/or deal with invoice queries

1. Client / Company Name: _____

2. Person/s Names: _____

3. Telephone Number: _____

4. Contact Email Address: _____