

Terms of Business

For the introduction of Candidates · Last updated: 5 August 2026

1. Definitions

In these Terms the following definitions apply:

- "Talent264", "we", "us", "our" means Talent264, of 39 Farfield Grove, Wibsey, Bradford, BD6 2LU (company registration number to be confirmed — Companies House registration in progress).
- "Platform" means the Talent264 online recruitment platform at www.talent264.co.uk, through which Candidates and Clients interact.
- "Candidate" means a person registered on the Platform seeking work in the asbestos and environmental sector.
- "Client", "you" means the person, firm or corporate body registered on the Platform as an employer, together with any subsidiary or associated company, to which a Candidate is Introduced. Vetted and approved by Talent264 before the Client can access the Platform.
- "Candidate Profile" means the anonymised summary of a Candidate's experience, qualifications, location and availability made visible to Clients browsing the Platform, identified only by a reference (e.g. "C-1042") and never by the Candidate's real name or contact details unless and until an Introduction has taken place.
- "Introduction" means the point at which Talent264 discloses a Candidate's real name, contact details and/or CV to the Client, following the Client's request to view that Candidate and Talent264's approval of that request, or an interview arranged through the Platform. "Introduces" and "Introduced" are to be read accordingly.
- "Introduction Fee" means the fee payable by the Client to Talent264 for an Introduction resulting in an Engagement, as set out in Clause 4.
- "Engagement" means the employment or engagement of a Candidate by the Client, or by any third party to whom the Candidate was disclosed by the Client, on a permanent, fixed-term or temporary basis, however structured, following an Introduction.
- "Data Protection Laws" means the Data Protection Act 2018, the UK General Data Protection Regulation, and any other applicable law relating to the protection and transfer of personal data in force from time to time.
- "Losses" means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect or consequential, arising out of or resulting from a breach of these Terms.

2. The Contract

2.1. These Terms constitute the contract between Talent264 and the Client for the Introduction of Candidates. They are accepted by the Client on registering a Client account on the Platform, and in any event are deemed accepted by virtue of the Client requesting or receiving an Introduction, or Engaging a Candidate.

2.2. These Terms contain the entire agreement between the parties. Unless expressly agreed in writing by Talent264, these Terms prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation to these Terms is valid unless agreed in writing between Talent264 and the Client.

2.4. Talent264 acts as an employment agency introducing Candidates to Clients for direct Engagement. Every Client account is manually reviewed and approved by Talent264 before Platform access is granted.

3. The Platform and Anonymised Introductions

3.1. Candidate identity is protected by design. Until an Introduction has taken place, Candidates are shown to Clients only as an anonymised Candidate Profile — never by real name, email address, phone number or any other identifying detail.

3.2. Messages exchanged between a Client and a Candidate through the Platform prior to Introduction are likewise anonymised. Talent264 operates automated detection, backed by manual review, to identify attempts to share contact details or other identifying information through Platform messaging before an Introduction has taken place. Messages caught by this detection are withheld pending review by Talent264 and are not delivered to the recipient unless and until Talent264 releases them.

3.3. The Client agrees not to attempt to circumvent the anonymised-introduction process — including by asking a Candidate to identify themselves, share contact details, or communicate outside the Platform, before an Introduction has taken place. See also Clause 6 (Circumventing the Platform).

3.4. The Client agrees to:

- notify Talent264 promptly of the terms of any offer of Engagement made to a Candidate;
- notify Talent264 promptly once an offer has been accepted, and provide the agreed Remuneration and start date;
- pay the Introduction Fee calculated in accordance with Clause 4, by the due date on Talent264's invoice.

3.5. The Introduction Fee is payable if the Client Engages a Candidate within 6 calendar months of the later of: the Introduction, the Client's withdrawal of an offer, the Candidate's rejection of an offer, or the last recorded communication between the Client and Candidate regarding that Engagement via the Platform.

4. Introduction Fees

4.1. The Introduction Fee for each Engagement is set out on Talent264's invoice, raised once the Candidate commences the Engagement, and is payable within the payment terms agreed with the Client (14 days from the date of invoice, unless a different period has been agreed in writing).

4.2. [TBC — currently the Introduction Fee is set on a case-by-case basis by Talent264 at the time of invoicing, rather than a fixed percentage-of-salary schedule. If Talent264 would prefer to publish a fixed fee schedule instead (for example, a percentage of the Candidate's first-year Remuneration, banded by salary), that schedule can be added here once agreed — Talent264's own rates are not something this document should assume without confirmation.]

4.3. Where the actual Remuneration is not known at the time of invoicing, Talent264 will determine the Introduction Fee having regard to the market rate for the position and any information supplied by the Client.

4.4. [TBC — VAT treatment: this clause should confirm whether Talent264 is VAT-registered and, if so, that VAT is charged at the standard rate on all fees. Company registration and VAT status are both still in progress — see Clause 1.]

4.5. Talent264 reserves the right to charge interest on overdue invoices under the Late Payment of Commercial Debts (Interest) Act 1998, at 8% per annum above the Bank of England base rate, from the due date until payment.

4.6. The Client's obligations under this Clause 4 shall be performed without any right of set-off, deduction or withholding.

5. Refunds

5.1. [TBC — Talent264 currently handles post-placement issues (e.g. an Engagement ending shortly after

it starts) by raising a credit note at Talent264's discretion, rather than a fixed contractual refund scale. A drafted starting point, based on common industry practice, is set out below for James to confirm, adjust, or replace with a simple discretionary clause instead.]

5.2. Suggested scale, if a fixed entitlement is preferred: where an Engagement is terminated by either party (other than by reason of redundancy) within 8 weeks of commencement, and the Client has complied with Clause 3.4 and notified Talent264 in writing of the termination, Talent264 will credit the following percentage of the Introduction Fee:

- Weeks 0–1: 100%
- Weeks 1–2: 87.5%
- Weeks 2–3: 75%
- Weeks 3–4: 62.5%
- Weeks 4–5: 50%
- Weeks 5–6: 37.5%
- Weeks 6–7: 25%
- Weeks 7–8: 12.5%
- After week 8: no refund

5.3. No refund applies where the Client re-Engages the same Candidate, directly or indirectly, within 6 months of a refunded Engagement ending — in that case any refund already given is repayable to Talent264.

6. Circumventing the Platform

6.1. Candidate details shared via an Introduction are provided to the Client only, for the purpose of that specific Engagement. If the Client discloses a Candidate's details to a third party (a "Third Party Introduction") and that results in an Engagement of the Candidate by the third party within 6 months of Talent264's original Introduction, the Client remains liable for the Introduction Fee under Clause 4. No refund under Clause 5 applies in these circumstances.

6.2. As set out in Clause 3, Talent264 actively detects and prevents attempts to exchange contact details through Platform messaging ahead of a formal Introduction. Deliberately circumventing this process — by either party — is a breach of these Terms and may, at Talent264's discretion, result in the Introduction Fee becoming immediately payable regardless of whether a formal Engagement has occurred, and/or suspension of the Client's Platform account.

7. Candidate Suitability

7.1. Talent264 takes reasonably practicable steps to confirm that a Candidate is willing to work in the position introduced, and to ensure the Client and Candidate are aware of any requirements imposed by law or a relevant professional body — including, where applicable, qualifications and accreditations recorded on the Candidate's profile (such as asbestos licences and industry certifications).

7.2. The Client remains responsible for satisfying itself as to the Candidate's suitability, including:

- taking up references before Engaging the Candidate;
- verifying the Candidate's right to work in the UK;
- arranging any medical examinations or checks the role requires;
- confirming any qualifications, licences or permissions the role requires.

7.3. Right-to-work status recorded on a Candidate's profile is self-declared by the Candidate at registration and is not independently verified by Talent264.

8. Confidentiality and Data Protection

8.1. All information relating to a Candidate is confidential, is provided solely for the purpose of the specific Engagement being considered, and must not be used for any other purpose or shared with any third party except as permitted by these Terms.

8.2. Both parties will process personal data in accordance with the Data Protection Laws. Talent264's Privacy Policy (available at [talent264.co.uk](https://www.talent264.co.uk)) sets out in full how personal data is collected, used and protected on the Platform.

8.3. The Client shall indemnify Talent264 against any Losses arising from the Client's non-compliance with the Data Protection Laws or breach of these Terms.

9. Liability

9.1. Talent264 is not liable for any loss, expense, damage or costs arising from or connected with an Introduction or Engagement, or Talent264's failure to introduce a Candidate. This does not exclude liability for death or personal injury caused by Talent264's negligence, or any other liability that cannot be excluded by law.

9.2. The Client shall indemnify Talent264 against any Losses arising from the Client's breach of these Terms.

10. Notices

Notices under these Terms must be in writing and may be delivered by hand, first-class post, or email to the address the recipient has notified for that purpose. A notice is deemed served: on delivery if by hand; 48 hours after posting if by first-class post; and on sending if by email.

11. Severability

If any provision of these Terms is found unenforceable by a competent authority, that provision shall be severed and the remaining Terms shall continue in full effect.

12. Governing Law and Jurisdiction

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

Contact

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