

**G-Cloud 14 – Supplementary Terms (Non-Solicitation)**

For the purpose of these supplementary terms:

“Supplier”	means <b>Understanding Recruitment Limited</b> (company number 06364614).
“Consultant”	means either of:  (i) the Supplier; or  (ii) any approved sub-contractor appointed by the Supplier to provide the Services on behalf of the Supplier under the supervision, direction and control of the Supplier for the purposes of completing any deliverables.
“Representative”	means any employee of a Consultancy engaged in the provision of Services to the Buyer under the terms of the Call-off Contract.
“Engagement”	means any contract of employment or contract for services entered into by the Buyer with a Representative, either:  (i) directly with the Representative; or  (ii) via an intermediary other than the Consultant;  and “Engage” and “Engaged” shall be construed accordingly.

1. The Buyer acknowledges that the Consultant’s business is dependent upon its ability to retain Representatives with the skills, training and expertise necessary to deliver the Services.
2. The Buyer will not attempt to solicit any Representative to be Engaged by the Buyer either during the provision of any Services or for a period of twelve (12) months from the last date that the relevant Representative was engaged in the provision of the Services to the Buyer on behalf of the Consultant.
3. Where the Buyer has breached Clause 2 above and such breach, in the reasonable opinion of the Supplier, has resulted in an Engagement, then the Buyer will be liable to pay a service credit of £15,000.