

TIER5INTERN SCHEME

GENERAL TERMS AND CONDITIONS OF THE TIER5INTERN SCHEME

These General Terms and Conditions of the TIER5INTERN Scheme comprise the statement of conditions numbered 1-19 (inclusive) below together with all of the provisions set out in each of the three Schedules attached (“General Terms and Conditions”).

1. The definitions set out in Schedule 3 apply in these General Terms and Conditions.
2. These General Terms and Conditions shall apply with effect from the date of acceptance by GTI of the Employer's TIER5INTERN Scheme registration application to GTI and shall continue to apply thereafter during the period of the Employer's registration with GTI unless and until the date of the first to occur of the following events:
 - (a) the date of termination of the Employer's registration with GTI under the TIER5INTERN Scheme in accordance with conditions 10 or 11 of these General Terms and Conditions; or
 - (b) the date of termination of the Sponsorship Licence held by GTI; or
 - (c) the date on which the TIER5INTERN Scheme ceases to operate.

The parties agree that conditions 4 and 9 of these General Terms and Conditions shall continue to apply following termination of the Employer's registration with GTI howsoever arising.

3. In consideration of the Employer paying the Fees to GTI, GTI will act (subject to these General Terms and Conditions) as a Sponsor under Tier 5 of the Points Based System in respect of any Intern in relation to whom the Employer has made an application to GTI for a Certificate of Sponsorship.
4. It is a condition of the Employer's registration with GTI that the Employer complies at all times and in all respects with the provisions of Schedule 1 of these General Terms and Conditions. The Employer shall at all times and in all respects comply with the obligations detailed in (and on the timescales set out in) Schedule 2 of these General Terms and Conditions. In addition, the Employer shall comply, within the timescales notified to it by GTI, with any additional or amended obligations that are imposed upon GTI or the Employer as a result of any relevant laws or guidance issued by the UK Home Office (including the UKBA) or the Department for Business Innovation and Skills or any other government

department or executive agency or other advisory or regulatory agency or body having a role in connection with the Points Based System which affect or impact on the TIER5INTERN Scheme. This condition 4 shall survive termination of the Employer's registration with GTI, howsoever arising, for as long as there remains within the United Kingdom any Intern of the Employer in relation to whom GTI acted as Sponsor under these General Terms and Conditions.

5. The Employer acknowledges that GTI shall be entitled at any time or from time to time to amend or vary any of these General Terms and Conditions (including without limitation Schedule(s) 1 and/or 2) to take account of any change in relevant legislation or other regulatory requirement and/or to take account of any direction or guidance issued by any government or regulatory agency. GTI shall inform the Employer of any such changes to these General Terms and Conditions in writing and such changes shall be incorporated automatically into these General Terms and Conditions and the Employer will comply with such revised General Terms and Conditions as soon as possible after it receives notification of the relevant changes.
6. In consideration of GTI acting as a Sponsor for any Intern the Employer shall pay to GTI the Fees together with VAT thereon in accordance with condition 7. GTI reserves the right to review and adjust the level of its fees at any time or from time to time and shall notify the Employer of any changes in writing. The Employer shall pay such adjusted Fees as they fall due in respect of all Interns nominated thereafter by the Employer.
7. The Employer shall pay GTI a non-refundable fee of £750 plus VAT thereon when applying to GTI for registration under the TIER5INTERN Scheme and such fee shall in addition (if the Employer's application for registration is accepted) cover the cost of the first application made by the Employer to GTI for a Certificate of Sponsorship in respect of an Intern nominated by the Employer. GTI shall be paid a fee of £750 plus VAT thereon (or such other sum plus VAT thereon as may be notified by GTI to the Employer pursuant to condition 6) in respect of each subsequent application for a Certificate of Sponsorship, such sum to be paid by the Employer to GTI in accordance with GTI's standard terms and conditions of payment, from time to time, the current details of which are set out in condition 17. The Employer acknowledges that GTI has a complete discretion whether or not to accept, progress or complete any such application for a Certificate of Sponsorship (including the first) and that the above fee is not refundable except where the relevant application (other than the first) does not result in the issue of a Certificate of Sponsorship to the relevant Intern in which case GTI will refund fifty per cent

(50%) of the relevant fee to the Employer. The Employer also acknowledges that the UKBA has the right to accept or deny any application for Leave based on a Certificate of Sponsorship. As a result the Employer acknowledges to GTI that no refund will be made by GTI to the Employer or any Intern in respect of any such application for Leave to the UKBA which is not accepted or in respect of any such unsuccessful or failed application.

8. Each party undertakes to the other to observe and perform its respective obligations arising under these General Terms and Conditions by reference to the applicable provisions of the Data Protection Act 1998 (as amended) and the handling of "personal data" as defined under that Act. The Employer acknowledges that GTI, in the course of performance of its role as Sponsor, will liaise generally with the UKBA and may elect or be required to disclose certain information about or otherwise referable to the Employer and/or any Intern and the Employer hereby consents for itself and on behalf of any Intern nominated by the Employer to any such disclosure.
9. The Employer shall indemnify GTI and keep GTI indemnified on demand from and against all fines, penalties (civil and criminal), costs, claims (including without limitation any claims brought by or for any Intern on any basis whatsoever), demands, liabilities, expenses, damages or losses (including legal and other professional costs and expenses) suffered or incurred by GTI arising out of or in connection with (a) the Employer's failure to comply with conditions 4 and 5 of these General Terms and Conditions and/or (b) any act or omission on the part of the Employer in relation to the administration of any contract with any Intern of the Employer and/or (c) the failure by any Intern to comply with the obligations imposed on the Intern under his contract with the Employer or under or by virtue of these General Terms and Conditions and/or (d) UKBA enforcing or seeking to enforce any certification as to maintenance given by the Employer in relation to any Intern of the Employer.
10. Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating the Employer's registration (with GTI) with immediate effect if the other party commits a breach of any of these General Terms and Conditions and such a breach (but not including a breach of Schedule 1 which the parties acknowledge can never be capable of remedy) is remediable, but the party in breach fails to remedy that breach within 20 Business Days of that party first being notified of the breach.

11. GTI may terminate the Employer's registration (with GTI) at any time and without liability whatsoever to the Employer or any Intern (a) by giving notice in writing to the Employer with immediate effect if the Employer is in breach of condition 4 and/or 5 (and such breach is not capable of remedy) or (b) by giving five day's notice in writing to the Employer. The Employer acknowledges in favour of GTI (A) that where GTI terminates the Employer's registration GTI's role as Sponsor in relation to the Employer's Intern(s) ceases and GTI shall notify the UKBA of that fact such that UKBA may trigger cessation or curtailment of Leave under the TIER5INTERN Scheme for any or all of the Employer's Interns and (B) that neither the Employer nor any Intern shall have any claim against GTI in respect of such matters whatsoever.
12. This condition 12 sets out the entire financial liability of GTI (including any liability for the acts or omissions of any of its employees, agents and/or subcontractors) to the Employer in respect of any breach by GTI of these General Terms and Conditions and any representation, statement or tortious act or omission (including negligence) of GTI arising under or in connection with the Employer's registration with GTI under the TIER5INTERN Scheme. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement between GTI and the Employer.

Nothing in these General Terms and Conditions limits or excludes the liability of GTI for (a) death or personal injury resulting from its negligence; or (b) any damage or liability incurred by the Employer as a result of any fraud or fraudulent misrepresentation by GTI.

Subject to the immediately preceding sentence:

- (a) GTI shall not be liable for (i) loss of actual or anticipated profits; or (ii) loss of business or business opportunity; or (iii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses howsoever arising (including without limitation from the performance by an Intern of his contract with the Employer); and
- (b) GTI's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Employer's registration with GTI under the TIER5INTERN Scheme shall be limited to the amount of the Fees paid by the Employer to GTI in the 12 month period immediately prior to receipt by GTI of written notice from the Employer that it considers that GTI is liable for its loss.

13. Without prejudice to the indemnities given by the Employer to GTI in conditions 9 and 15 and paragraph 1 of Schedule 1, the Employer shall not be liable to GTI in contract, tort, or for misrepresentation or otherwise for (i) loss of actual or anticipated profits; or (ii) loss of business or business opportunity; or (iii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses howsoever arising. Nothing in these General Terms and Conditions limits or excludes the liability of the Employer for (a) death or personal injury resulting from its negligence; or (b) any damage or liability incurred by GTI as a result of any fraud or fraudulent misrepresentation by the Employer.
14. In recognition of the obligations imposed on GTI by virtue of it holding a Sponsorship Licence, the Employer undertakes to permit GTI and/or UKBA (and/or their respective agents) on demand to conduct an inspection and/or audit of the files, supporting records, policies and/or procedures of the Employer (in whatever format or media any such materials may be held or stored) for the purposes of verifying the Employer's compliance with these General Terms and Conditions and/or the TIER5INTERN Scheme (or in connection with any investigation by such persons of an actual or alleged breach by the Employer of its obligations under these General Terms and Conditions and/or the TIER5INTERN Scheme) at any time or from time to time and for this purpose will give access on demand to the Employer's premises and staff. Where GTI finds after such an inspection or audit that the Employer is in breach of these General Terms and Conditions and or the TIER5INTERN Scheme, the Employer shall reimburse GTI on demand for the costs of such inspection and/or audit at the rate of £250 per hour plus VAT thereon (and expenses plus VAT) for the actual time taken to conduct the inspection and/or audit .
15. GTI acknowledges in favour of the Employer that the Employer may, after successful first registration with GTI under the TIER5INTERN Scheme, nominate (by prior written notice to GTI) an associate or agent of the Employer to liaise with GTI on behalf of the Employer. Where the Employer nominates any such person for this purpose the Employer alone shall remain responsible to GTI under these General Terms and Conditions for the performance of all of the Employer's obligations irrespective of the fact of such nomination. The Employer shall indemnify GTI and shall keep GTI indemnified on demand against all costs claims expenses or liabilities suffered or incurred by GTI as a result of the Employer nominating any such person for this purpose and such person then performing or being responsible for any act or omission on behalf of the Employer.

16. The Employer undertakes in favour of GTI that all information relating to any Intern submitted by the Employer to GTI in any nomination of an Intern to GTI and/or in any application to GTI to issue a Certificate of Sponsorship in respect of that Intern shall have been verified by the Employer in advance of submission to GTI and as the date of such submission to GTI shall be true and accurate in all respects.
17. The Employer shall pay any GTI invoice for (1) any application to GTI to issue any Certificate of Sponsorship in relation to any Intern of the Employer and/or (2) any other service delivered to the Employer by GTI in relation to the Employer's participation within the TIER5INTERN Scheme, in full within 30 days of the date of the relevant invoice plus VAT thereon. If the Employer fails to make any payment due to GTI under these General Terms and Conditions within 30 days from the date of the relevant invoice, then GTI may charge the Employer interest on the overdue amount at the rate of four percentage points above Barclays Bank PLC base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the full amount (including interest), whether before or after judgment.
18. These General Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of these General Terms and Conditions. None of these General Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
19. These General Terms and Conditions (and the agreement between GTI and the Employer which they comprise) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these General Terms and Conditions and the agreement between GTI and the Employer which they comprise.

SCHEDULE 1

ELIGIBILITY TO PARTICIPATE

CONTINUOUS EMPLOYER OBLIGATIONS

1. In submitting any application to GTI for registration under the TIER5INTERN Scheme the Employer undertakes to GTI that, as at the date of submission of the application, the Employer satisfies all of the conditions set out in paragraph 3 below. The Employer shall continue to satisfy all such conditions throughout the period of the application until the final decision of GTI on whether or not GTI accepts any such application. The Employer shall on demand indemnify GTI and keep GTI indemnified from and against all fines, penalties, costs, claims demands, liabilities or expenses suffered or incurred by GTI arising out of or in connection with any failure by the Employer to comply with this paragraph 1.
2. The Employer undertakes to GTI that during the period of the Employer's participation in the TIER5INTERN Scheme commencing on the date of acceptance by GTI of any application by the Employer for registration under the TIER5INTERN Scheme the Employer shall satisfy and continue at all times to satisfy the conditions set out in paragraphs 3, 4, and 5 below.
3. The Employer must either (a) retain a current Tier 2 sponsorship licence (with a minimum "A" rating) with the UKBA; or (b) satisfy GTI (in GTI's sole discretion) that it meets all of the TIER5INTERN Scheme requirements specified by GTI (in GTI's sole discretion) at any time or from time to time. Provided that if the Employer wishes to engage an Intern in work connected with the hospitality sector or care sector then the Employer must hold a Tier 2 sponsor licence with a minimum A rating. No Intern may be engaged in connection with the agriculture sector.
4. The Employer's contract with any Intern must procure that the Intern supplies any and all information required by the Employer in order to satisfy its obligations under these General Terms and Conditions and in particular under conditions 4 and 5 and Schedule 2 of these General Terms and Conditions.
5. The Employer's contract with any Intern must oblige the Intern to comply with all applicable laws during his stay within the United Kingdom, including (without limitation) the Immigration, Asylum and Nationality Act 2006.

SCHEDULE 2

SCHEME RULES OF INTERNSHIP

EMPLOYER'S OBLIGATIONS WITH RESPECT TO ALL INTERNS

1. Throughout the period of the Employer's participation in the TIER5INTERN Scheme the Employer shall comply with the following obligations set out in paragraphs 2 to 14 (inclusive) below in accordance with conditions 4 and 5 of the General Terms and Conditions:
2. Each Intern's role must be supernumerary, appropriately supervised and have a job specification equivalent to the UK National Vocational Qualification Level 3 or above. The Intern's role must carry remuneration equivalent to or in excess of the National Minimum Wage. The Intern shall at all times have his main place of work located in England.
3. The Employer shall ensure that any Intern is (1) over 18 years of age (as at the date of application by the Employer to GTI for a Certificate of Sponsorship in respect of that Intern) and (2) is either engaged in degree level studies or has a degree which is equivalent to the United Kingdom's qualification framework established by NARIC or otherwise meets NARIC's relevant assessment criteria and (3) is legally entitled to undertake the relevant role and has the appropriate registration and/or professional accreditation where required by law. The Employer must retain a certified copy of any appropriate registration document or certificate on file and supply a certified copy to GTI immediately upon request. For the avoidance of doubt, where the Intern's degree qualification has no direct NARIC equivalent GTI will for this purpose accept an undertaking from an Employer which holds a current Tier 2 sponsorship licence (with a minimum "A" rating) that the Intern's degree qualification meets the relevant NARIC assessment criteria.
4. The Employer shall only offer contracts to Interns who meet the requirements of Tier 5 (Temporary Worker) of the Points-Based System and who are likely to comply with the conditions of any Leave issued by the UKBA. The requirements and conditions of Leave are set out in the UKBA's immigration rules.

5. If a Certificate of Sponsorship is granted to an Intern but that Intern does not make or progress any application to the UKBA for Leave under the TIER5INTERN Scheme, the Employer shall report this immediately to GTI in order for it to withdraw that Intern's Certificate of Sponsorship.
6. The Employer shall report the arrival of the Intern to GTI within 24 hours of such arrival. If an Intern does not attend at his specified place of work on his first day of work at the expected time, the Employer must report this in writing to GTI immediately (and in any event within 24 hours) and must include any reason given by the Intern for his non-attendance.
7. If an Intern is absent for more than 10 days from the Employer's location or if an Intern discontinues his contract with the Employer or if an Intern's contract with the Employer is terminated, then the Employer shall report this in writing to GTI immediately.
8. If there are any significant changes in an Intern's circumstances such as for example (but not limited to) a change in remuneration or a change of the main location within England that the Intern is working at, the Employer shall report this in writing to GTI immediately.
9. If the Employer has any suspicion that an Intern is breaching the conditions of his Leave (from the UKBA) the Employer shall report this in writing to GTI immediately.
10. The Employer shall provide GTI in writing with any information that the Employer may be aware of that suggests that an Intern is engaged in terrorism or criminal activity. Such information shall be supplied to GTI immediately upon the Employer becoming aware of it and the Employer acknowledges and agrees that such information shall be provided by GTI direct to the UKBA and/or the police.
11. The Employer shall at all times after commencement of the Employer's contract with the Intern retain the following records or documents and shall send certified copies to GTI immediately following such commencement of the contract and at any time thereafter when requested by GTI:
 - (a) a copy of the relevant pages of an Intern's passport or UK immigration status showing evidence of his entitlement to work;
 - (b) the Intern's full contact details, which must be sent to GTI whenever updated thereafter;

- (c) such documents relating to Interns as the UKBA considers relevant and which GTI may therefore require in order to comply with its Sponsorship Licence; and
- (d) where an Intern has a personal identity card, a complete copy of the relevant identity card and which the Employer must supply to GTI within 2 Business Days of the Intern commencing work.

12. The Employer shall at any time after commencement of the Employer's contract with the Intern supply to GTI on demand certified copies of all documents as GTI may at any time or from time to time thereafter require in connection with the TIER5INTERN Scheme.

13. If the Employer has any suspicions that an Intern does not intend to exit the UK on expiry of his Leave, the Employer shall report this in writing to GTI immediately.

14. If the Employer knows or has reason to believe that the Intern has failed to exit the UK on the expiry of his Leave, the Employer shall report this in writing to GTI immediately.

SCHEDULE 3

UNDERSTAND THE TERMINOLOGY

1. In the TIER5INTERN SCHEME General Terms and Conditions the following definitions apply:

"Business Day"	means any day which is not a Saturday or Sunday or a bank or public holiday in England;
"Certificate of Sponsorship"	means the unique reference number issued by GTI to the Employer (when GTI has accepted an application from the Employer requesting GTI to issue a Certificate of Sponsorship in relation to a particular Intern nominated by the Employer) in respect of the relevant Intern and which the relevant Intern must then use in connection with any subsequent application for Leave made to the UKBA under the TIER5INTERN Scheme;
"Fees"	means the aggregate of the charges set out in condition 7;
"GTI"	means GTI RECRUITING SOLUTIONS LIMITED (Company Number 3977847) a company incorporated in England & Wales whose registered office is at The Fountain Building Howberry Park Benson Lane Wallingford Oxfordshire OX10 8BA;
"Intern"	means any degree level undergraduate or graduate who is not a national of any member state of the European Union or European Economic Area and who requires Leave from the UKBA and who seeks to take up work or training experience based in England with the Employer under the TIER5INTERN Scheme;
"Leave"	means, as appropriate, entry clearance or a visa for, or leave to enter, or leave to remain within, the United Kingdom;
"NARIC"	means the National Agency (managed on behalf of UK Government) responsible for providing information, advice and opinion on international vocational, academic and professional skills and being the UK official source of information on international qualifications to organisations recruiting from overseas;
"National Minimum Wage"	means the National Minimum Wage as from time to time set by the government in accordance with The National Minimum Wage Act 1998 and associated secondary

	legislation made under this Act;
"Points Based System"	means the UKBA's immigration rules adopted following the implementation of the Immigration, Asylum and Nationality Act 2006 and as updated and amended from time to time in accordance with any changes to that Act or any other relevant legislation;
"Sponsor"	means an over-arching body within the meaning of the UKBA Guidance for Sponsor Applications – Tier 2, Tier 4 and Tier 5 of the Points Based System as updated and amended from time to time;
"Sponsorship Licence"	means the licence awarded by the UKBA to GTI under which GTI acts as a Sponsor for the purposes of Tier 5 of the UKBA Points Based System;
"TIER5INTERN Scheme"	means The Tier 5 Intern Programme (a Government Approved Exchange (GAE)) scheme designed specifically to allow undergraduates and graduates from countries outside the EEA to gain experience working in UK industry;
"UKBA"	means the United Kingdom Border Agency; and
"VAT"	means UK value added tax and/or any other equivalent UK sales or turnover tax at the prevailing rate from time to time.

2. In these TIER5INTERN Scheme General Terms and Conditions:
- (a) use of the singular includes the plural and vice versa;
 - (b) use of any gender includes the other genders;
 - (c) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality); and
 - (d) these General Terms and Conditions shall be cross referred to (by numbering) as conditions 1 to 19 inclusive and otherwise to the numbered paragraphs in Schedules 1, 2 and 3.