

TERMS OF BUSINESS - INTRODUCTION OF CANDIDATES

1 DEFINITIONS & INTERPRETATION

1.1 In these terms of business (**Terms**), the following definitions apply:

Business Day: a day from Monday to Friday which is not a public holiday in England and Wales.

Candidate: a person (including a legal person) who is Introduced by the Recruiter to the Client.

Client: the person, firm, partnership, organisation, public sector body or company to which the Recruitment Services are provided under these Terms.

Conduct Regulations: the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Connected Party: any (i) holding, subsidiary, associated or connected company of the Client (ii) organisation or business within the same purchasing group as the Client or (iii) organisation or business which is demonstrably connected to the Client through common ownership, management, or control.

Data Protection Legislation: the Data Protection Act 2018, the retained UK version of the General Data Protection Regulation ((EU) 2016/679) and all other applicable legislation in the United Kingdom relating to data protection, together with any successor legislation.

Employee: an employee, partner, agent or representative of the Recruiter with whom the Client has had material dealings in relation to the Recruitment Services.

Engagement: the engagement, employment, hire or use of the Candidate or Employee by the Client or Connected Party under any agreement or arrangement whatsoever, whether directly or through any third party and whether on a permanent, fixed term, temporary, consultancy or any other basis. "Engage," "Engaged" and "Engages" each have the corresponding meaning.

Introduction: has the meaning set out in clause 3.2. "Introduce", "Introduces" and "Introduced" each have the corresponding meaning.

Introduction Fee: the fee payable by the Client upon the Engagement of a Candidate as specified in the Commercial Terms section.

Introduction Period: the 12 month period from the most recent Introduction of the Candidate.

Payment Terms: the payment terms specified in the Commercial Terms section.

Recruiter: Recco – The Recruitment Co-op LLP, trading as Recco (Registered in England & Wales No. OC439266) whose address for correspondence is Unit K309 The Biscuit Factory, 100 Drummond Road, London, SE16 4DG.

Recruitment Services: the Introduction of Candidates to the Client by the Recruiter.

Refund: a full or partial refund or credit of the Introduction Fee in accordance with clause 7.2.

Refund Period: the period after commencement of the Candidate's Engagement as specified in the Commercial Terms section.

Relevant Position: a specific permanent or fixed term position which the Client wishes to fill.

Remuneration: (i) the gross annualised remuneration package payable to the Candidate including, without limitation, basic salary, guaranteed and anticipated bonuses, guarantee payments, 50% of any estimated bonuses or commission, any allowances and all other emoluments and benefits in kind. For the purposes of calculating the Introduction Fee, £6,000 shall be added to the Remuneration in respect of any company car provided to the Candidate or (ii) if the Candidate is Engaged on a self-employed basis, via a personal services company or through any third-party company, firm or business, the total estimated annualised fees payable in respect of the Candidate's services.

Shared Data: personal data and special/sensitive personal data within the meaning of the Data Protection Legislation which relates to Candidates and which is shared between the parties pursuant to these Terms.

Third-Party Engagement: the engagement, employment, hire or use of a Candidate by a party other than the Client following a Third-Party Introduction.

Third-Party Introduction: the disclosure of a Candidate's details by the Client to a third party following an Introduction.

1.2 A reference to a party shall mean either the Recruiter or the Client as applicable and a reference to the parties shall mean both the Recruiter and the Client.

1.3 The clause headings used in these Terms are not intended to affect the interpretation of any clause.

1.4 Unless otherwise indicated by the context (i) references to the singular include the plural and vice-versa (ii) references to the masculine include the other genders and vice-versa.

1.5 Any reference to legislation includes an amendment or re-enactment of such legislation from time to time and any secondary legislation which may be made under such legislation.

2 FORMATION & BASIS OF AGREEMENT

2.1 These Terms form the entire agreement between the parties for the provision of Recruitment Services to the exclusion of any terms proposed or issued by the Client.

2.2 If the Client has not confirmed acceptance of these Terms in writing, the Client shall be deemed to have accepted the Terms by (i) instructing the Recruiter to Introduce Candidates (ii) interviewing or meeting with a Candidate who has been Introduced or (iii) using the Recruiter to facilitate an Engagement.

2.3 Once accepted in accordance with clause 2.2, these Terms shall apply to any Recruitment Services provided by the Recruiter under these Terms until terminated in accordance with clause 8.

2.4 No amendment to these Terms shall be effective unless agreed in writing between a representative of the Client and a director of the Recruiter. Nothing in this clause shall prevent the Recruiter from issuing a revised version of these Terms from time to time.

2.5 For the purposes of the Conduct Regulations, the Recruiter shall act as an employment agency when providing Recruitment Services under these Terms.

3 INTRODUCTIONS

3.1 The Recruiter shall use reasonable endeavours to Introduce Candidates from time to time who (i) the Recruiter considers to be potentially suitable for a Relevant Position or (ii) the Recruiter believes may otherwise be of interest to the Client.

3.2 An Introduction shall occur upon (i) the Recruiter providing a CV or other information to the Client which expressly or impliedly identifies a Candidate (ii) the Recruiter arranging an interview or meeting between the Client and a Candidate whether face to face, by telephone, by web conference or by any other means or (iii) the parties conducting any negotiations or discussions, whether verbal or written, in respect of the potential Engagement of a specific Candidate.

3.3 An Introduction by the Recruiter shall be deemed to be the effective cause of any Engagement of the Candidate within the Introduction Period unless all three of the following conditions apply: (i) within the 12 month period prior to the initial Introduction, the Candidate had applied directly for a position with the Client or instructed a third party to introduce the Candidate to the Client for a specific position (ii) the Client provides reasonable evidence of such prior application or introduction within five Business Days of the Recruiter initially Introducing the Candidate and (iii) the Client has not arranged to interview the Candidate through the Recruiter or otherwise used the Recruiter's Introduction to facilitate the Engagement of the Candidate.

4 PROVISION OF INFORMATION

- 4.1 The Client shall provide to the Recruiter all such information as the Recruiter shall reasonably require regarding the Relevant Position including, without limitation, the information specified in Regulation 18 of the Conduct Regulations.
- 4.2 The Client authorises the Recruiter to advertise Relevant Positions in such format and including such information as the Recruiter considers appropriate. The Client may withdraw this authorisation at any time by notifying the Recruiter in writing that it may not advertise a Relevant Position or otherwise specifying the information about the Relevant Position which may not be advertised.
- 4.3 The Client must (i) notify the Recruiter without delay of any offer of an Engagement which it wishes to make to a Candidate and provide the terms of such offer (ii) notify the Recruiter without delay upon the acceptance of an offer of Engagement by a Candidate and in any event prior to commencement of the Engagement and (iii) provide the details of the Remuneration agreed with the Candidate and, if requested by the Recruiter, a copy of the Candidate's contract.

5 CANDIDATE CHECKS

- 5.1 The Recruiter shall comply with its obligations under the Conduct Regulations by (i) taking all reasonably practicable steps to ensure that the Candidate and the Client are each aware of any requirements imposed by law, or by any professional body, which must be satisfied by the Client or the Candidate to enable the Candidate to work in the Relevant Position (ii) making all such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of the Candidate or the Client for the Candidate to work in the Relevant Position and (iii) ensuring that the Candidate is willing to work in the Relevant Position.
- 5.2 Where required to do so under the Conduct Regulations due to the nature of the Relevant Position, the Recruiter shall take all reasonably practicable steps to (i) obtain copies of any relevant qualifications or authorisations of the Candidate and offer to provide copies of those documents to the Client (ii) obtain two references from persons who are not relatives of the Candidate and who have agreed that the references may be disclosed to the Client and (iii) confirm that the Candidate is suitable for the Relevant Position.
- 5.3 Notwithstanding the Recruiter's obligations under clause 5.1 and, where applicable, clause 5.2, the Client acknowledges that the Client is exclusively responsible for deciding whether to Engage the Candidate and shall bear all costs associated with Engaging the Candidate. The Client must therefore make such enquiries and carry out such checks as are necessary for the Client to satisfy itself that the Candidate's ability, experience, and character meet the Client's requirements.
- 5.4 The Client must not and shall ensure that its employees, subcontractors, and representatives do not unlawfully discriminate against, harass, or victimise any Candidate.

6 FEES & INVOICING

- 6.1 Where the Recruiter is the effective cause of an Engagement under clause 3.3, the Client shall pay an Introduction Fee to the Recruiter in respect of each Candidate who is Engaged within the Introduction Period, whether or not they are Engaged in the position for which they were originally introduced.
- 6.2 The Introduction Fee shall be a sum equivalent to a percentage of the Remuneration, rounded up to the nearest pound and calculated in accordance with the Fee Scale specified in the Commercial Terms section.
- 6.3 If the precise Remuneration is not known, if the Client fails to provide details of the Remuneration to the Recruiter or if it is impracticable to calculate the Remuneration, the Recruiter will calculate the Introduction Fee using the Remuneration which, in the Recruiter's reasonable opinion, is the market rate for the Engagement.
- 6.4 Any discounted Introduction Fee which has been agreed between the parties (i) is conditional upon the Client complying with clause 4.3 in all respects and paying the Recruiter's invoice within the Payment Terms and (ii) shall not apply to any Third-Party Engagement.
- 6.5 If the Candidate's Remuneration is not paid in Pounds Sterling, the Recruiter shall convert the Remuneration to Pounds Sterling using the exchange rate published by the Bank of England on the invoice date and shall submit the invoice in Pounds Sterling. The Client shall bear any bank charges and currency exchange costs when paying the Recruiter's invoice.
- 6.6 The Recruiter shall issue an invoice for the Introduction Fee on the first day of the Engagement or as soon as reasonably practicable thereafter. VAT shall be charged at the standard rate.
- 6.7 The Client shall settle the Recruiter's invoices within the Payment Terms.
- 6.8 The Client must not deduct or set off against any sum due to the Recruiter under these Terms, any sum which is owed or which the Client alleges to be owed by the Recruiter to the Client, whether under these Terms or under any other agreement between the Recruiter and the Client unless otherwise agreed in writing by the Recruiter.
- 6.9 If the Client does not pay the Recruiter's invoice within the Payment Terms, the Recruiter may (i) charge interest at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment together with statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (ii) issue a further invoice under clause 6.4, where applicable and (iii) refer the collection of such payment to a collection agency or legal representatives and, in such circumstances, the Client shall be liable for all costs, fees (including legal fees), charges and disbursements incurred by the Recruiter in recovering payment from the Client.
- 6.10 Where, prior to commencement of the Engagement, the Client notifies the Recruiter that the Candidate shall be engaged on a fixed term contract of less than 12 months (**Fixed Term Contract**), the Introduction Fee shall be charged on a pro-rata basis of one-twelfth of the full Introduction Fee for each full or partial month of the Fixed Term Contract, subject to a minimum fee equivalent to one third of the full Introduction Fee. If the Fixed Term Contract is extended or if the Candidate is Engaged again on any basis within 12 months of the Fixed Term Contract ending, the Client shall pay to the Recruiter an additional pro-rata fee or the balance of the full Introduction Fee as applicable each time. For the avoidance of doubt, the aggregate Introduction Fee payable by the Client under this clause for a series of Fixed Term Contracts and/or Engagements shall not exceed the Introduction Fee that the Client would have been liable to pay for a permanent Engagement.
- 6.11 If the Client withdraws an accepted offer of Engagement for any reason other than the Candidate's suitability for the position, the Client shall be liable to pay a Cancellation Fee equivalent to 25% of the Introduction Fee. The Cancellation Fee shall be payable by the Client within the Payment Terms.
- 6.12 If the Client makes a Third-Party Introduction which results in a Third-Party Engagement within the Introduction Period, the Client shall be liable to pay an Introduction Fee. The Client shall not be entitled to a Refund if the Third-Party Engagement terminates for any reason.
- 6.13 If the Client employs or engages (directly or indirectly) any Employee within three months of such individual leaving the Recruiter's employment, the Client shall pay a fee to the Recruiter, which shall be a sum equivalent to 35% of the gross annualised remuneration which had been payable by the Recruiter to the employee. The fee shall be payable by the Client within the Payment Terms.

7 REFUND GUARANTEE

- 7.1 If a Candidate's Engagement with the Client terminates within the Refund Period, the Client shall be entitled to a Refund provided that (i) the Client paid the Introduction Fee within the Payment Terms (ii) the Client strictly complied with clause 4.3 (iii) the Client notified the Recruiter in writing within five Business Days of the termination of the Engagement, giving the reasons for such termination and, if requested by the Recruiter, reasonable evidence that the Engagement has terminated (iv) the Candidate's position was not redundant or otherwise no longer required due to any internal reorganisation, restructure or change in strategy and (v) the Candidate was not dismissed wrongfully or for reasons which were automatically unfair.
- 7.2 Subject to the conditions in clause 7.1, the Recruiter shall give a Refund to the Client in accordance with the Refund Scale specified in the Commercial Terms section. Any Refund under this clause shall be payable within 20 Business Days from the date on which the Engagement ends.
- 7.3 For the purposes of calculating the Refund, the date of termination shall be the date on which the Engagement ends rather than the date on which notice to terminate (if any) is given.
- 7.4 If the Candidate has been Engaged by the Client on a Fixed Term Contract, the Refund shall apply to the initial Fixed Term Contract only and not to any renewal or extension of the Fixed Term Contract or any subsequent Engagement of the Candidate on a permanent basis. For the purpose of calculating any entitlement to a Refund, the periods in the Refund Scale shall be reduced in proportion to the duration of the initial Fixed Term Contract.
- 7.5 If the Client receives a Refund and subsequently Engages the same Candidate again within 12 months of the original Engagement terminating, the Client must notify the Recruiter and repay the Refund to the Recruiter without delay. The Client shall have no further right to a Refund if this subsequent Engagement then terminates for any reason.

8 TERMINATION

- 8.1 Either party may terminate the Recruitment Services by the Recruiter at any time by notifying the other party in writing.
- 8.2 Any provision of these Terms that expressly or by implication is intended to continue in force on or after termination of the Recruitment Services shall remain in full force and effect including, without limitation, the validity of any Introduction which was made by the Recruiter prior to such termination, the Client's obligation to notify the Recruiter of any offer of Engagement which is made to a Candidate and the Recruiter's right to charge an Introduction Fee in respect of any Engagement which commences within the Introduction Period.

9 LIABILITY & INDEMNITY

- 9.1 Whilst the Recruiter will take reasonably practicable steps to ensure that any Candidate Introduced to the Client meets the requirements which have been specified by the Client, the Recruiter offers no warranty as to the ability, integrity, or character of the Candidate.
- 9.2 The Recruiter shall not be liable to the Client for (i) not Introducing a Candidate for a Relevant Position or (ii) any acts or omissions of a Candidate.
- 9.3 Subject to clause 9.5, the Recruiter shall not be liable to the Client for any indirect or consequential losses or any claim for loss of profit, business, anticipated savings, or reputation howsoever arising.
- 9.4 Subject to clause 9.5, the aggregate liability of the Recruiter to the Client in respect of any claim or series of claims arising out of or in connection with these Terms and whether arising in contract, tort (including negligence) or otherwise, is limited to a sum equivalent to the Introduction Fee paid or payable by the Client in respect of the Engagement to which the claim relates or, if no Introduction Fee was paid or payable or the claim does not relate to a specific Engagement, the sum of £10,000.
- 9.5 The Recruiter does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other liability which may not be limited or excluded by law.
- 9.6 All warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
- 9.7 Any claim which the Client may bring against the Recruiter in connection with these Terms must be commenced within 12 months of the date on which the Client becomes aware or should reasonably have become aware of such claim.
- 9.8 The Client shall indemnify the Recruiter against all losses, costs, expenses and fees (including legal fees) suffered or incurred by the Recruiter as a result of any third-party claim (actual or threatened) to the extent that such claim has arisen from any breach of contract, negligence or breach of statutory duty by the Client.

10 CONFIDENTIALITY

- 10.1 The Client shall treat all information relating to a Candidate which is provided by the Recruiter with the utmost confidentiality and, in particular, must (i) not use such information for any other purpose without the prior consent of the Recruiter and the Candidate (ii) ensure that its employees, contractors, representatives and agents are all bound by written confidentiality obligations in respect of such information and (iii) not disclose to any third party that the Candidate is seeking new employment or apply for a reference from the Candidate's current employer without the Candidate's express consent.

11 DATA PROTECTION

- 11.1 The Recruiter shall take the necessary steps to ensure that it is entitled to provide Shared Data relating to a Candidate to the Client.
- 11.2 The Client and the Recruiter understand that they shall each act as independent data controllers in respect of any Shared Data. Each party shall (i) control and process the Shared Data in accordance with the Data Protection Legislation (ii) place the Candidate on notice of their data processing activities through notices which comply with the Data Protection Legislation and the Recruiter shall give reasonable assistance to the Client in this regard if requested to do so (iii) take appropriate technical and organisational measures to safeguard the security of Shared Data under their control (iv) co-operate with the other party in respect of any regulatory enquiry or investigation relating to the Shared Data and (v) co-operate with the other party where any Candidate seeks to exercise any rights under the Data Protection Legislation.

12 BRIBERY & HUMAN TRAFFICKING

- 12.1 The Client and the Recruiter warrant that they shall each:
- 12.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 12.1.2 promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with the performance of these Terms; and
- 12.1.3 take reasonable steps and carry out appropriate checks to ensure that their respective businesses and business supply chains are free of slavery and human trafficking.

13 GENERAL PROVISIONS

- 13.1 The Client shall not assign or transfer any of its rights or obligations under these Terms without the prior written consent of the Recruiter.
- 13.2 The Recruiter may assign any monies owing from the Client to a third party including, without limitation, a recruitment finance or factoring company and, if relevant, the right to receive payment under these Terms and any associated rights may be directly enforced by such third party and their assigns.
- 13.3 Subject to clause 13.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 13.4 If any provision of these Terms is determined by a court to be unenforceable, the unenforceable provision shall be severed from these Terms solely to that extent and the remainder of the Terms shall continue to be valid and enforceable to the extent permitted by law.
- 13.5 No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.6 Neither party shall be in breach of these Terms nor liable for any delay in performing or failure to perform, any of their obligations under these Terms if such delay or failure result from events, circumstances or causes beyond their reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing its obligations.
- 13.7 These Terms shall be interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising in relation to the construction, interpretation, or performance of these Terms.

COMMERCIAL TERMS

Fee Scale:

Remuneration	Introduction Fee
All	20%

Refund Scale:

Week of Termination	Refund
1 - 2	100%
3 - 4	75%
5 - 8	50%
9 - 12	25%

Payment Terms: 28 days from date of invoice