



## TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT STAFF (TO BE DIRECTLY ENGAGED BY THE CLIENT)

EXECDEC2023R

### 1. DEFINITIONS

1.1. In these Terms, the following definitions apply:

<b>“Acceptance of an Offer”</b>	means an Offer by the Client which is accepted by the Candidate. This acceptance may be in any written or documented format (including text or email exchange) and will include an agreement on the job title and salary or remuneration.
<b>“Affiliate”</b>	means in relation to a party, any person that Controls, is Controlled by, or is under common Control with that party;
<b>“Agency”</b>	Gleeson Recruitment Limited (registered company no. 07732164) of 8 <sup>th</sup> Floor Edmund House, 12-22 Newhall Street, Birmingham, B3 3AS;
<b>“Candidate”</b>	means a person Introduced by the Agency to the Client to be considered for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body;
<b>“Client”</b>	means any person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate is Introduced by the Agency;
<b>“Completion”</b>	means the written Acceptance of an Offer of employment by a Candidate;
<b>“Contract”</b>	means the contract between the Agency and the Client for the provision of Recruitment Services containing these terms and conditions and entered into in accordance with clause 2;
<b>“Control”</b>	means in relation to a party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that party, as the case may be;
<b>“Data Protection Laws”</b>	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>“Employee”</b>	means an individual employed directly by the Agency on a permanent contract of employment;
<b>“Engagement” (or “Engage(s)” or “Engaged”)</b>	means the employment, hire or other use, directly or indirectly and whether under a contract of services or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client, and ‘Re-engages’ shall be interpreted accordingly;
<b>“Exclusivity”</b>	means to provide the Agency with an exclusive period without outside introductions from either solicited or unsolicited sources. During an Exclusivity period, any CV or alternative means of introduction received from another source, will be passed to the Agency for review and qualification. Upon engagement with a Candidate of this nature, the Candidate will be considered to have been introduced by the Agency;
<b>“Introduction” (or “Introduce” or “Introduced”)</b>	means the provision to the Client of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not the Client had knowledge of that Candidate before the Introduction;
<b>“Introduction Fee”</b>	means the entire fee payable by the Client to the Agency for an Introduction resulting in an Engagement, calculated in accordance with the Schedule;
<b>“Losses”</b>	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
<b>“Offer”</b>	means a Client inviting a Candidate to work for them, delivered in writing or verbally, via the Agency or directly by the Client, or by another third party on behalf of the Client. It will include details of the job title and salary or remuneration.
<b>“Recruitment Services”</b>	means a search for Candidates for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency;
<b>“Remuneration”</b>	means all emoluments, together with all benefits that form part of the Candidate’s gross taxable pay (i.e. gross salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other benefits to be paid over 12 months before applying any exemptions, allowances or deductions for income tax purposes, including where the Client provides a company car or a car allowance, the sum of £8,000 or the car allowance, whichever is greater;



<b>“Replacement Candidate”</b>	means any Candidate Introduced by the Agency to the Client following the Introduction of another Candidate whose Engagement either did not commence or was terminated in accordance with clause 5.1;
<b>“Retained Assignment”</b>	means the Company is instructed to assist a Client in recruiting Candidate(s) for one or more Assignments on a retained basis; whereby the Client agrees to pay a staggered Introduction Fee, as estimated by the Company and agreed with the Client. All Introduction Fees shall be nonrefundable in respect to Retained Assignment(s);
<b>“Shortlist”</b>	means a carefully curated selection of Candidates, determined by the Agency's expert judgment to meet the specified criteria the role, Introduced to the Client for their assessment and potential hire;
<b>“Significant change”</b>	means any alteration in the agreed-upon terms of employment that, as determined by the Recruitment Agency, reasonably constitutes a substantial departure from the original agreement between the Client and Candidate. This includes a start date change of more than 30 days from the initial agreed start date, alterations to Remuneration, and modifications to working conditions, including remote work and travel obligations;
<b>“Vulnerable Person”</b>	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention and includes any person under the age of eighteen;

- 1.2. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

- 2.1. These terms of business and the attached Schedule (**“the Terms”**) constitute the contract between the Agency and the Client for the Introduction of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client when any of the following events occur:
  - 2.1.1. the Client requests the Agency to introduce a Candidate for any position; or
  - 2.1.2. the Client, or a third party acting on the Client's behalf, interviews a Candidate; or
  - 2.1.3. the Client Engages a Candidate in any capacity; or
  - 2.1.4. a Candidate begins work for the Client in any capacity; or
  - 2.1.5. the Agency provides any of the Recruitment Services to the Client.
- 2.2. 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.

## 3. RECRUITMENT SERVICES

- 3.1. The Agency will provide the Recruitment Services to the Client in consideration of the Client paying the applicable Introduction Fee to the Agency, subject to the terms and conditions of the Contract.
- 3.2. The Agency will use reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client notifies to the Agency. The Agency does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.
- 3.3. By requesting the Agency to Introduce Candidates for a vacancy, the Client authorises the Agency to advertise such a vacancy, but the Agency is not authorised to use the Client's name or any of its logos or trademarks without the Client's prior express written permission. The Client accepts no liability for any advertising, promotional or marketing costs incurred by the Agency.

## 4. FEES

- 4.1. The Client will pay an Introduction Fee to the Agency in respect of (i) each Candidate Engaged by the Client and (ii) each Candidate Re-Engaged by the Client in accordance with clause 5.4
- 4.2. If, following a Candidate's unsuccessful application to the Client via the Agency, either:
  - 4.2.1. the Client Engages the Candidate; or
  - 4.2.2. the Client or the Client's employee, agent or subcontractor refers or Introduces that Candidate to a third party, including an Affiliate of the Client, and that third party Engages the Candidate in any capacity, within 12 calendar months of: (a) the Introduction; (b) the Client's withdrawal of an Offer of a position; (c) the Candidate's rejection of an Offer of a position; or (d) the last correspondence between the parties pertaining to a Candidate which was Introduced, whichever is the later, the Client shall be liable for an Introduction Fee, as set out in the Schedule.
- 4.3. The Introduction Fee will be invoiced in three parts in accordance with the GRG EXECUTIVE SEARCH FEE STRUCTURE SCHEDULE below.
- 4.4. The Client will pay the Introduction Fee within 14 days of the date of the Agency's invoice. Payment is expected by BACs unless otherwise agreed in advance of the due date.



- 4.5. The Introduction Fee charges for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Agency and Engaged by the Client, a further Introduction Fee will be payable.
- 4.6. The Introduction Fees are for the Introduction of Candidates only and do not include any salary due to any Candidate. Unless the Candidate is self-employed, it is the Client's responsibility to account for any tax and national insurance contributions attributable to the Candidate.
- 4.7. After the Candidate's Acceptance of an Offer, if the Client either:
  - 4.7.1. withdraws the Offer (except when due to the Candidate failing to pass required onboarding checks, such as providing proof of the right to work); or
  - 4.7.2. makes a Significant Change to the mutually agreed-upon and accepted terms of employment that result in the Candidate's withdrawalthe Client shall be responsible for a cancellation fee equal to 100% of the Introduction Fee. Payment of the fee is due within 14 days of the notification of the withdrawal. Payment of the Introduction Fee, if already made, will be considered as payment toward the cancellation fee. This clause supersedes Clause 5.1 where applicable.
- 4.8. The Client shall not be entitled to any rebate where the Candidate leaves the Engagement.
- 4.9. The Client's obligations under this clause 4 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 4.10. All amounts are exclusive of VAT, which is charged in addition at the rate in force at the time the Client is required to make payment.
- 4.11. If the Client does not make payment by the date stated in any invoice, the Agency reserves the right to:
  - 4.11.1. charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date;
  - 4.11.2. require the Client to pay, in advance, for any Recruitment Services which have not yet been performed; and
  - 4.11.3. not perform any further Recruitment Services.
- 4.12. Unless advised prior to Offer, all invoices will be issued by email, to the primary contact for the recruitment and will contain name of the candidate and the details of the fee calculation.
- 4.13. Where a PO number is required for invoicing the Client will provide this promptly, before the invoice is due. There will be no delay in the payment of invoice due to delays in the provision of the PO by the Client.
- 4.14. If a Retained Assignment is cancelled or deemed by the Agency to be inactive beyond a period of 8 weeks then, in addition to the elements of the Introduction Fee already payable, the Client shall pay an additional cancellation fee of 10% of the stated remuneration, plus all agreed advertising costs and other expenses incurred by the Agency.
- 4.15. If the Client for any reason materially alters (at the discretion of the Agency) its requirements for the role (including but not limited to changes to the person specification, job description, location or remuneration) the Client remains liable for all elements of the Introduction Fee already payable, and all agreed advertising costs and other expenses already incurred by the Agency. The Agency may, at its sole discretion, re-commence the Retain Assignment based on the new requirements, however additional fees will be due if the new remuneration is higher than previously agreed. In the event the new requirements result in a lower remuneration there will be no entitlement to a refund of fees already paid/payable, and only the elements of the Introduction Fee not yet payable will reflect the new salary.
- 4.16. Queries and disputes relating to invoiced Fees or invoice calculations should be raised in writing to accounts@workwithglee.com, within 30 days of the receipt of the invoice. The Client must pay any undisputed invoices, and any undisputed portions of the disputed invoice, on the relevant due date as per clause 4.

## 5. REPLACEMENT CANDIDATE

- 5.1. If, after an Offer of a position has been made and accepted by the Candidate, the Engagement:
  - 5.1.1. does not commence because the Candidate withdraws their acceptance; or
  - 5.1.2. is terminated by either the Candidate or the Client within 10 weeks of the Engagement having commenced for any reason other than redundancy or the restructuring or re-organisation of the Client's business,then the Agency will endeavor to Introduce one suitable Replacement Candidate based on the original specification given for the original position.
- 5.2. In order to qualify for the Replacement Candidate the Client must comply with the provisions of clause 4 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.
- 5.3. When an Offer for a position is made by the Client but is withdrawn by the Client after acceptance by the Candidate, the Agency shall not find a Replacement Candidate and the Client shall pay the amounts set out in clause 4 above.
- 5.4. If the original Candidate is Re-Engaged within a period of 6 calendar months from the date that the Candidate's employment by the Client ended, and the Agency has Introduced a Replacement Candidate to the Client for the original position in accordance with clause 5.1, the Client shall pay an Introduction Fee to the Agency in respect of the Re-Engaged Candidate, as set out in clause 4.
- 5.5. There will be no entitlement to a replacement candidate where paragraph 4 of Schedule 1 applies.



- 5.6. In the event the remuneration of the Replacement candidate is higher than that of the original Candidate the Client agrees to pay an additional fee to cover the difference.

## 6. INTRODUCTIONS TO THIRD PARTIES

- 6.1. Introductions of Candidates are for the benefit of the Client only. If a Client effectively Introduces any Candidate to a third party, whether directly or indirectly, including any Affiliate of the Candidate, and that Introduction results in an Engagement of the Candidate by that third party, the Client will:
- 6.1.1. immediately notify the Agency of the Engagement; and
  - 6.1.2. pay to the Agency an Introduction Fee in accordance with clause 4, unless the Engagement occurs more than 12 months after: (i) the Agency's Introduction of the Candidate to the Client; or (ii) the date of the Candidate's last interview with the Client, whichever is the later.
- 6.2. For the avoidance of doubt, if this clause 6 applies, neither the Client nor the third party shall be entitled to a Replacement Candidate under clause 5 in any circumstances.

## 7. SUITABILITY CHECKS

- 7.1. The Agency endeavours to ensure the suitability of Candidates Introduced to the Client by taking reasonably practicable steps to:
- 7.1.1. obtain confirmation that the Candidate is willing to work in the position;
  - 7.1.2. ensure that the Candidate has given consent for his or her details to be submitted for the vacancy for which they are submitted;
  - 7.1.3. obtain confirmation of the Candidate's identity; and
  - 7.1.4. at the Client's request, supply to the Client details of, and if relevant, copies of:
    - 7.1.4.1. any relevant experience, training and qualifications;
    - 7.1.4.2. any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
    - 7.1.4.3. any non-confidential references,

in the Agency's possession, except where the Agency is not permitted to obtain, verify or disclose them.

- 7.2. Notwithstanding clause 7.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the vacancy for which the Candidate was introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
- 7.2.1. take up and verify any references provided by the Candidate;
  - 7.2.2. check the validity of the Candidate's qualifications and experience;
  - 7.2.3. check the Candidate's right to work and obtain permission to work as may be required by the law of the country in which the Candidate will work;
  - 7.2.4. arrange medical examinations and/or investigations into the medical history of any Candidate; and
  - 7.2.5. ensure that the Candidate satisfies any medical requirements or other requirements or qualifications that may be appropriate or required by law.
- 7.3. Where the Candidate is introduced for a position which the Client has confirmed involves working with, caring for or attending a Vulnerable Person, the Agency shall, in addition to the obligations in clause 7.1, take reasonably practicable steps to:
- 7.3.1. obtain confirmation that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
  - 7.3.2. obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

## 8. CLIENT OBLIGATIONS

- 8.1. The Client acknowledges and agrees that:
- 8.1.1. by requesting the Agency to carry out an act on its behalf, the Client authorises the Agency to act on the Client's behalf for that purpose; and
  - 8.1.2. by requesting the Agency to Introduce Candidates for a position, the Client authorises the Agency to advertise that position, subject to the provisions of clause 3.3.
  - 8.1.3. it will treat the details of all Introduced Candidates as confidential, and not share them with Third Parties, in accordance with Clause 10 below.
- 8.2. When requesting the Agency to Introduce Candidates for a vacancy, the Client undertakes to provide to the Agency the following information:
- 8.2.1. the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business;
  - 8.2.2. the nature of the vacancy, including type of work that the Candidate would be required to do, its location, the hours of work, the commencement date and the likely duration;



- 8.2.3. the experience, training, qualifications and any authorisation which are required by the Client or which are required by law or any professional body;
  - 8.2.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 8.2.5. the minimum rate of Remuneration, the intervals of payment and any other benefits;
  - 8.2.6. any expenses payable by or to the Candidate;
  - 8.2.7. the length of notice that the Candidate would be entitled to give or to receive to terminate their employment with the Client; and
  - 8.2.8. whether the vacancy entails caring for a Vulnerable Person.
- 8.3. The Client will satisfy itself as to the suitability of any Candidate in accordance with clause 7.2.
- 8.4. The Client agrees to:
- 8.4.1. notify the Agency immediately of the terms of any offer of an Engagement which it wishes make to the Candidate.
  - 8.4.2. allow the Agency to deliver the offer and perform any negotiation of offer, prior to making direct contact to the Candidate.
  - 8.4.3. notify the Agency immediately if it makes an offer directly to the Candidate, or directly engages the Candidate, and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency.

## 9. INFORMATION TO BE PROVIDED

- 9.1. When the Agency Introduces a Candidate to the Client the Agency shall confirm that it has obtained confirmation of the matters set out in clause 7.1 and in the case of a position which involves working with Vulnerable Persons the matters in clause 7.3.
- 9.2. All relevant information shall be confirmed in writing by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following the Introduction, save where the Agency has already received this information in respect of the Candidate.

## 10. CONFIDENTIALITY

- 10.1. All Introductions are confidential. All work undertaken by the Agency for the Client regarding the Introduction of a Candidate to the Client shall be for the private and confidential use of the Client only. It must not be reproduced, in whole or part, or relied upon by third parties for any use whatsoever, without the express written authority of the Agency. Unauthorized disclosure of such information is a breach of GDPR and reportable to the Information Commissioners Office (or other appropriate regional body).
- 10.2. Each party will maintain the confidentiality and secrecy of all information deemed confidential. This includes candidate information, recruitment strategies, and any other business-sensitive information shared in the course of recruitment activities. Each party will use this information solely for fulfilling its obligations under this Agreement and will ensure that its officers, employees, and agents are aware of and comply with these confidentiality obligations.
- 10.3. The obligations in this clause 10 will not apply to any information which:
  - 10.3.1. was known to or in the possession of the party before it was provided by the other party;
  - 10.3.2. is, or becomes, publicly available through no fault of the party;
  - 10.3.3. is provided to the party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure;
  - 10.3.4. was developed by the party independently without direct access to, or use or knowledge of the confidential information supplied by the other party; or
  - 10.3.5. is required to be disclosed by order of a court of competent jurisdiction.
- 10.4. For recruitment involving countries outside the UK, both the Agency and the Client will adhere to relevant data protection laws, including UK GDPR, EU GDPR, and other applicable local regulations, ensuring lawful and transparent personal data processing.
- 10.5. The parties acknowledge that legal and regulatory frameworks may evolve. Therefore, this Agreement, including its confidentiality provisions, will be reviewed and, if necessary, amended to remain compliant with any changes in relevant laws and regulations. Such amendments will be made in good faith and in a manner that preserves the original intent of the Agreement.
- 10.6. The confidentiality obligations under this Agreement shall continue for the duration of the Agreement and for a period of 10 years thereafter, unless otherwise agreed or as stipulated by UK law.

## 11. DATA PROTECTION

- 11.1. For the purposes of this clause, any defined terms shall have the meaning given to them in the Data Protection Laws.
- 11.2. The parties acknowledge that the Agency is a Controller in respect of a Candidate's Personal Data and that the Agency provides such Personal Data to the Client in accordance with the Data Protection Laws for the purposes anticipated by these Terms.
- 11.3. The parties further acknowledge that the Client is a Controller of the Candidate's Personal Data.



- 11.4. The parties agree that they are not Joint Controllers in respect of the Candidate's Personal Data.
- 11.5. Each party shall comply with Data Protection Laws in so far as they apply to its activities as a Controller and ensure that it has established a legal basis required by Data Protection Laws under which it processes the Personal Data of a Candidate.
- 11.6. The Client shall not do anything to cause the Agency to breach any of its obligations under the Data Protection Laws.
- 11.7. The Client agrees that unless it notifies the Candidate otherwise, it will only process the Candidate's Personal Data for the purposes of considering them for Engagement.
- 11.8. The parties acknowledge that data protection laws may be subject to change. Accordingly, this Agreement, including its data protection provisions, will be periodically reviewed and, if necessary, amended in accordance with any evolving legal requirements. Amendments will be made in good faith to ensure ongoing compliance while maintaining the original intent of this Agreement.

## 12. LIABILITY

- 12.1. The Client accepts and agrees that the Agency gives no warranty as to the suitability of any Candidate for any vacancy.
- 12.2. Neither the Agency nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by the Client of a Candidate, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of the Agency. In particular, but without limiting the generality of the foregoing, the Agency will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:
  - 12.2.1. any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client;
  - 12.2.2. any act or omission of a Candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise; or
  - 12.2.3. any loss, injury, damage, expense or delay suffered by a Candidate.
- 12.3. Subject to clause 12.4, the Agency shall not be liable to the Client in contract, tort, negligence, breach of statutory duty or other circumstances for any loss, expense, damage, delay, costs, expenses or compensation of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature or for any economic loss or other loss of turnover, profits, business or goodwill, whether of a direct, indirect or consequential nature..
- 12.4. The Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 12.5. The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency, its employees and third parties, by reason of or arising out of any breach of, these Terms by the Client or by reason of or arising out of:
  - 12.5.1. any loss, injury, expense or delay suffered or incurred by a Candidate, however caused, and/or
  - 12.5.2. any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise,that arises directly or indirectly out of or in any way connected with arising out of or in any way connected with the Introduction, Engagement or use of a Candidate, the withdrawal by the Client of a vacancy, any information supplied by the Client to the Agency or the Client's breach of these Terms.

## 13. TERMINATION

- 13.1. Without prejudice to the other remedies or rights the Agency may have, the Agency may terminate all or part of its Recruitment Services, on written notice to the Client:
  - 13.1.1. if the Client is in material breach of its obligations under these Terms and, if the breach is capable of remedy, the breach is not remedied within 14 days of the Client receiving notice which specifies the breach and requiring the breach to be remedied; or
  - 13.1.2. if the Client becomes insolvent or if an order is made or a resolution is passed for the winding up of the Client (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Client's assets or business, or if the Client makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 13.2. The notice will take effect as specified in the notice.
- 13.3. On termination of the Recruitment Services, the Client will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Agency for the performance of the Recruitment Services prior to the date of termination.

## 14. NON SOLICITATION



14.1. The Client shall not solicit Employees of the Agency or assist either directly or indirectly in the solicitation of Employees of the Agency, during the term of this agreement or for a 12-month period thereafter. If the Client breaches this clause 14.1, the Client will pay the Agency the amount equivalent to 3 times the Employee's Remuneration by way of liquidated damages.

## 15. FORCE MAJEURE

15.1. Neither party will have any liability under or be deemed to be in breach of these Terms if it is delayed, hindered or prevented from performing its obligations under these Terms which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances will promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than thirty days, either party may terminate the Recruitment Services by written notice to the other party.

## 16. NOTICE

16.1. All notices given under these Terms shall be in writing and may be delivered personally or by recorded or signed for 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 or by email. Any such notice shall be deemed to have been served when delivered if by hand or two business days after posting if by post, and 24 hours after sending if by email.

## 17. GENERAL

- 17.1. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Manager or Director of the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 17.2. Subject to the following sentence, neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these Terms without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under these Terms to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.
- 17.3. These Terms contain the entire agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 17.4. Unless otherwise agreed in writing by Manager or Director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
- 17.5. No failure or delay by the Agency in exercising any right, power or privilege under these Terms will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.
- 17.6. These Terms will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these Terms. Neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 17.7. If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and will not in any way affect any other circumstances of or the validity or enforcement of these Terms.
- 17.8. For the purposes of the Contracts (Rights of Third Parties) Act 1999 these Terms are not intended to, and do not, give any person who is not a party to them any right to enforce any of its provisions.

## 18. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of these Terms is governed by the laws of England & Wales and will be subject to the exclusive jurisdiction of the courts of England & Wales.



## SCHEDULE 1

### Introduction Fee

1. The Introduction Fee is calculated in accordance with the GRG Executive Search Fee Structure, based on the full time equivalent Remuneration applicable during the first 12 months of the Candidate's Engagement.
2. The Introduction Fee payable is calculated by applying the appropriate percentage shown below to the Candidate's total first year's Remuneration.
3. Where the actual Remuneration is not known by the Agency, for example where the Client fails to inform the Agency, the Agency will charge an Introduction Fee 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.
4. Fixed Term Engagements
  - 4.1. The Fees for Fixed Term Engagements shall be calculated against the equivalent annual full time Remuneration, pro-rated for the number of months for which the Candidate is Engaged to a minimum of 6 months:
    - If the Candidate is Engaged on a fixed term contract of 6 months or less, the Introduction Fee payable will be 50% of the equivalent annual full time remuneration.
    - If the Candidate is Engaged on a fixed term contract of over 6 months, the Introduction Fee payable will be calculated on a pro-rata basis of the equivalent annual full time remuneration.
  - 4.2. If the Client (a) extends the Engagement beyond the initial fixed term or (b) Re-Engages the Candidate within 12 calendar months from the date of termination of the agreed period of the fixed term Engagement then the Client shall notify the Agency immediately, and be liable to pay a further Introduction Fee based on the additional Remuneration applicable for the extended period of the Engagement, in accordance with this point 4.
  - 4.3. If the Client engages the candidate on any basis during the fixed term Engagement or within 12 months of the end of the last fixed term engagement, whether directly or via another third party, the Client must notify the Agency immediately and a further fee will be calculated in accordance with point 1.

### GRG EXECUTIVE SEARCH FEE STRUCTURE SCHEDULE FOR PERMANENT OR FIXED TERM CONTRACT STAFF

#### Remuneration from £50,000 to £99,999 per annum:

- On Retainer: 10%
- On presentation of Shortlist: 10%
- On Completion: 10%

#### Remuneration from £100,000 per annum upward:

- On Retainer: 11%
- On presentation of Shortlist: 11%
- On Completion: 13%

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### SIGNED FOR AND ON BEHALF OF THE CLIENT:

I confirm that I am authorised to sign these Terms for an on behalf of the Client.

Print name:

Signature:

Date Signed:

Client name: