

TERMS AND CONDITIONS OF BUSINESS FOR PERMANENT & FIXED-TERM PLACEMENTS

1. Scope of this Agreement

1.1 These Terms and Conditions shall apply to:

- a. any Business proposed or undertaken by Bletchley Recruitment (BR) for the Client; &
- b. the employment, engagement, or other use by the Client of a Candidate Introduced by BR.

1.2 In the absence of written confirmation, the use by the Client of any CV (or the details therein) provided by BR or the employment or engagement (or any offer of such) in any capacity of any Candidate Introduced by BR will constitute acceptance by the Client of these Terms and Conditions.

1.3 These Terms and Conditions, together with any documents referred to within them, shall constitute the entire agreement between the Parties concerning the Business, Placement and/or the Employment, Engagement, or other use by the Client of a Candidate Introduced by BR to the exclusion of all other agreements including any additional terms and conditions of business or purchase conditions that the Client may attempt to impose in respect of the provision of the business.

2. Definitions and Interpretation

The following words shall have the following meanings unless the context dictates otherwise:

"Additional Costs" shall, for example, mean any advertising campaign, additional pre-employment screening requirements or the like for a specific Placement or any other agreed supplementary charges.

"Business" means work performed by BR in relation to permanent or Fixed Term Placements including, BR providing CVs (solicited or unsolicited), BR receiving instructions from the Client for a Placement, long/shortlisting of Candidates, Introducing a Candidate, BR's arrangement of or conducting interviews with Candidates or any other act either directly or indirectly relating to the sourcing or supply of a Candidate.

"Candidate" means an individual Introduced by BR to the Client.

"Client" means you or your ultimate holding company and all of its subsidiaries.

"CV" means curriculum vitae.

"Data Protection Legislation" means the Data Protection Act 2018 (GDPR), and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including any guidance and codes of practice issued by the applicable supervisory authority.

"Fixed Term Placement" means any Candidate Introduced to the Client who is employed or engaged directly by the Client on a fixed-term contract.

"Final Communication" means the latest date on which Parties communicated regarding a Candidate.

"Introduced" means the communicating (through whatever medium) of a Candidate's CV, a long or shortlist of Candidates and/or details of a Candidate by BR to the Client or any other verbal or written communication between BR and the Client that enables the Candidate to be identified and "Introduction" and "Introduce" shall be construed accordingly.

"Parties" means BR and the Client collectively and each individual shall be referred to as a "Party". "Placement" means a position or role to which a Candidate may be or is appointed on a permanent or Fixed Term basis (including a Fixed Term Placement) with the Client.

"Placement Fees" means the fees due to BR in relation to a specific Placement calculated in accordance with these Terms and Conditions.

"BR" means Bletchley Recruitment Limited, a company incorporated in England and Wales whose registered office is at Langley House, Park Road, London, N2 8EY.

"Salary" means the annual basic salary.

"Subsidiary" shall have the meaning more particularly given in section 1159 of the Companies Act 2006, and the term "Subsidiaries" shall be construed accordingly.

2. The Placement

2.1. BR shall use reasonable skill and care in the sourcing and Introduction of Candidates to the Client.

2.2. The Client shall provide BR with details of the Placement, including the anticipated Salary Package, Job Description, and any other information reasonably necessary to enable BR to assess the suitability of a Candidate for that Placement.

2.3. Insofar as a Candidate or a third party provides details (whether in the form of academic or professional qualifications, professional background, experience or the like) relating to the Candidate, BR provides no warranty or representation as to the accuracy of such information. BR will not be liable to the Client for any loss (including direct loss, indirect or consequential loss, loss of profit, loss of anticipated revenue, loss of reputation or regulatory fines) or damage, nor shall BR bear any responsibility for any Client legal costs and expenses associated with such matters, whether arising directly or indirectly, as a

result of such inaccurate or misleading information and the Client acknowledges that it is their sole responsibility and obligation undertake its own investigations to verify any information provided in respect of that Candidate and ensure that the same is accurate and correct.

- 2.4. Where the Client has instructed BR to approach a particular Candidate on the Client's behalf, the Client shall indemnify and keep BR indemnified against all liabilities, costs, expenses, damages and direct losses and all interest, penalties and reasonable legal and professional costs and expenses suffered or incurred by BR as a result of claims made against BR in connection with such instruction provided that BR has complied with its obligation to use reasonable skill and care and has not acted negligently or illegally in such regard.
 - 2.5. BR gives no representation or warranty that any Candidate is or will be willing and/or available to accept any Placement.
 - 2.6. BR will not be liable for any and all losses, including direct losses, indirect or consequential losses, loss of profit, loss of actual or anticipated savings, loss of anticipated revenue, loss of reputation or regulatory fines, liabilities, costs and expenses (including legal costs and expenses) incurred by the Client arising from the Candidate's acts or omissions including their acts or omissions in the performance of their employment (whether on a Permanent or Fixed Term Placement basis) with the Client.
 - 2.7. The Client acknowledges that the final decision to employ or engage the Candidate rests with it.
 - 2.8. The Client will make BR aware of any security and/or health and safety requirements that BR's staff and/or the Candidate must observe whilst at the Client's premises.
 - 2.9. Unless otherwise notified to the contrary by the Client in writing to BR, the Client hereby provides BR with its consent to use and reproduce the Client's name, logo, and trademarks within advertising for the Placement and for BR's general promotional literature (whether online or in print) always provided that BR shall not change or otherwise amend the Client's name, logo or trademark without the Client's prior written consent. Nothing in this provision shall create any rights of ownership (whether registrable or not) in favour of BR over the client's intellectual property.
 - 2.10. BR shall not be responsible for arranging work permits, insurance, or other incidental requirements of employment for the Candidate.
- 3. Fees**
- 3.1. The Placement Fees for non-Fixed Term Placements shall be calculated as a percentage of the Salary This percentage shall be agreed upon between the Parties and confirmed by BR in writing (including by email) or verbally (then confirmed by email). In the absence of such agreement, where the Candidate accepts a Placement, BR shall be entitled to charge Placement Fees calculated on its standard percentages of **fifteen percent (15%)** on the first-year's Salary. For the avoidance of doubt, where an offer of employment or engagement is accepted by the Candidate but (through no fault of the Candidate) no employment or engagement results, the Placement Fees shall still be due.
 - 3.2. The Placement Fees for Fixed Term Placements shall be calculated against the equivalent annual Salary pro-rated to the length of the Fixed Term Placement but otherwise calculated in accordance with the provisions of clause 3.1.
 - 3.3. Placement Fees are exclusive of any VAT, which shall be charged by BR at the prevailing rate.
- 4. Additional Costs**
- 4.1. Any Additional Costs will only be incurred by or with the Client's approval and charged at rates agreed between the Parties in writing. Such Additional Costs will be payable by the Client, even if the Placement to which such Additional Costs are attributable is not secured.
- 5. Time for Payment**
- 5.1. Save as provided in clause 6.2, the Client shall pay all BR invoices (including those for Additional Costs) in full, within thirty (30) days of the date of a BR invoice without any right of setoff.
 - 5.2. Except as otherwise agreed in writing between the Parties, all Placement Fees shall be invoiced following the Candidate accepting an offer from the Client. BR shall be entitled to invoice all Additional Costs immediately after they have been incurred by BR.
 - 5.3. The Client is deemed to have accepted a BR invoice if no dispute is raised in respect of the same within seven (7) days of the date of such invoice. All disputes shall be dealt with promptly, in good faith and escalated to the appropriate levels within BR. For the avoidance of doubt, no disputed payment shall permit the Client any right of set-off against future invoices or permit the Client to fail to discharge any other BR invoice issued pursuant to these Terms and Conditions.
 - 5.4. Any third-party costs and/or expenses (including legal and other professional fees) incurred by BR in recovering amounts overdue pursuant to these Terms and Conditions shall be payable by the Client.
- 6. Retained Searches**
- 6.1. Placement Fees for Retained Searches only shall be calculated based on the Salary Package and invoiced to the Client in three stages:
 - a. thirty-three percent (33%) of the Placement Fee on BR's agreement to undertake the business (based on an estimate of the Salary Package);
 - b. thirty-three percent (33%) of the Placement Fee when the shortlist of candidates is presented to the Client by BR or thirty (30) days after BR agrees to undertake the business, whichever is the sooner (based on an estimate of the Salary Package); &
 - c. the balance (if applicable, adjusted for any variance between the estimated and final Salary Package) on the first day of the Client's employment of the Candidate.
 - 6.2. Placement Fees for Retained Searches are non-refundable. If the Client withdraws the Placement before the Candidate commences, all three stages of fees specified in clause 6.1 will become payable immediately.
- 7. Fixed Term Extensions & Conversions**
- 7.1. For Fixed Term Placements, if:
 - a. A new fixed term commences within twelve (12) months from the end of the previous fixed term, and/or the original fixed term (or any subsequent fixed term) is extended, a further fee will be calculated in accordance with the provisions of clause 3.2; or
 - b. The Candidate accepts permanent employment with the Client within twelve (12) months of the end of the last fixed term; a further fee will be calculated following the provisions of clause 3.1.
 - 7.2. In each circumstance established pursuant to clauses 7.1 a, and 7.1 b, the Client must notify BR immediately in writing of the occurrence of such circumstance.

8. Additional Circumstances Where Placement Fees Will Be Due

- 8.1. The Client shall inform BR as soon as reasonably practicable and in any event within seven (7) days of the occurrence of any of the events envisaged pursuant to the provisions of this clause 8.1, and shall pay the Placement Fee that would have been due to BR for a Placement where:
 - a. although no Placement occurs initially, a Candidate accepts an offer of employment or engagement with the Client within twelve (12) months of the Final Communication; or
 - b. Irrespective of whether a Placement resulted from the introduction of a Candidate by BR to the Client, the Candidate is Introduced by the Client to a third party within twelve (12) months of the Final Communication, and such introduction results in an offer of employment or an assignment, whether made through another recruitment agency, third-party or by the Client direct.
- 8.2. The notification to BR under clause 8.1 shall include details of the start date of the employment and full details of the Salary Package agreed.

9. Replacement Candidates and Rebates

- 9.1. Should the employment or engagement of a Candidate terminate within a period of 90 days (including the Candidate’s period of contractual notice with the Client) from the Candidate’s employment commencement date with the Placement the client shall have the option of either exercise their right to a replacement candidate or a rebate on the recruitment fee.
- 9.2. If the requirement is for a replacement candidate, BR shall use reasonable endeavours to seek a replacement Candidate on the condition that:
 - a. The Candidate leaves of their own volition and not due to any redundancy measures, change in the job description or change in work conditions.
 - b. BR’s invoices have been settled following these Terms and Conditions.
 - c. The Client has complied with its obligations to the Candidate, including its obligations under any relevant law.
 - d. The request is given exclusively to BR to replace the Candidate.
 - e. The replacement role is the same as the initial Placement; &
 - f. BR is informed in writing that the Candidate is no longer to be engaged by the Client within fourteen (14) days of such a decision being made.
- 9.3. BR only offers a such replacement for the initial Candidate placed with the Client in whatever capacity. No replacement for the replacement Candidate in whatever capacity shall be provided.
- 9.4. If the Salary Package of the replacement Candidate changes from that provided to the original Candidate, the invoiced amount will be adjusted accordingly.
- 9.5. The offer of searching for a replacement Candidate (where the circumstances noted in clause 9.1 are satisfied) will be valid for (2) months from the date of termination of the initial Candidate, after which BR is not obliged to offer such a replacement.
- 9.6. This clause 9 shall constitute the exclusive remedy for the Client regarding a Candidate’s engagement terminating in the circumstances set out in clause 9.1.
- 9.7. If the client chooses to opt for the rebate on the recruitment fee, the following table reflects how this will be determined.

Period since commencement of Engagement	Rebate level as a % of the fee set out in Clause 3.1
0-30 days	100%
31-60 days	50%
61-90 days	25%
91+ days	0%

10. Confidentiality and Data Protection

- 10.1. Both Parties agree that all information relating to a Candidate is confidential and subject to the Data Protection Act 2018 (“DPA”) and is provided solely to provide work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party. The parties undertake to abide by the provisions of the DPA in always receiving and processing the data. In addition, information relating to either Party’s Business which is capable of being confidential, must be kept confidential and not divulged to any third party, except information which is in the public domain

11. Law and Jurisdiction

- 11.1. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 11.2. These Terms and Conditions shall be governed by and construed in accordance with the laws of England.

12. General

- 12.1. Neither Party shall be liable to the other under or in connection with these Terms and Conditions or any contract made upon them for any indirect or consequential loss, loss of profits, loss of business, loss of revenue, loss of anticipated savings, loss of reputation or regulatory fines. Nothing in these Terms and Conditions limits any warranty, exclusion or limitation of liability or right imposed by statute or regulation to the extent that it cannot lawfully be excluded or limited.
- 12.2. Subject to the extent that liability cannot be lawfully excluded or limited, the maximum liability of each Party to the other in respect of any Placement shall be limited to one hundred percent (100%) of the Placement Fees which are payable.
- 12.3. The Client will not during BR’s engagement and for twelve (12) months thereafter (either on its own account or for any other individual or organisation), directly or indirectly induce, entice, or solicit away or try to induce, entice, or solicit away from BR any individual who is an employee, director, or consultant of BR. If the Client employs or engages any person in breach of this provision, the Client shall pay to BR on demand the sum equivalent to fifty percent (50%) of the Salary Package of such person. The Parties agree that this is a genuine pre-estimate of loss.
- 12.4. Suppose any clause is held by a court of competent jurisdiction to be illegal or unenforceable. In that case, that part will be severed from all other terms without affecting the validity or enforceability of all other provisions of these Terms and Conditions.
- 12.5. Suppose a Party is prevented in the performance of its obligations under this Terms and Conditions by circumstances that are beyond the control of that Party (acting reasonably). In that case, that Party will not be liable for what would otherwise have been a breach of its obligations under these Terms and Conditions.

- 12.6. No failure or delay by either Party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. Furthermore, no waiver or amendment of any clause will be effective unless confirmed in writing to the other Party and in the case of BR by a director of BR.
- 12.7. Those clauses which, by their nature, are intended to continue to have effect following termination or expiry of these Terms and Conditions shall survive and continue to bind the Parties.
- 12.8. A person who is not a Party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to benefit from or enforce any term of these Terms and Conditions.
- 12.9. Any variation to these Terms and Conditions, including the attempted introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by an authorised signatory of BR.

SIGNED by)

duly authorised for and on behalf of) **Bletchley Recruitment Limited**

Date:

SIGNED by)

duly authorised for and on behalf of)

Date: