

CLIENT TERMS OF BUSINESS

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We are Cedar Recruitment Limited (trading as Cedar) (throughout “we”, “us”, “our” and “ours”) of 211-213 Regent Street, London, W1B 4NF including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies (as defined by s.1159 Companies Act 2006).

You are a Client or potential Client of ours and are the recipient of these Terms of Business (throughout “you”, “your” and “yours”) and, for the purposes of this agreement, includes an Associate.

Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, it is agreed as follows:

Introduction

We provide a range of services that relate to the introduction or supply of candidates on our database. We are governed by regulations that require us to specify our terms that apply when we act as an Agency (where we only introduce candidates to you – see Primary Terms) or an Employment Business (where we supply candidates to you – see Supply Terms). The terms in this document set out the arrangements and fees for our service in each case, together with the information that we are obliged to collect from you for the benefit of our candidates, so that we can provide a first class service to you.

Fee Scale for Permanent and Fixed Term Engagements

If Remuneration is £49,999 or less, 27.5% on the total Remuneration

If Remuneration is above £49,999, 30% of the total Remuneration

Fee Scale for Temporary/Contract Candidates

- see Schedule 1 for Supply Terms

Rebate Scale

Week = week in which employment ends

Proportion of Fee	Week	
(a) 66%	1-3.	This means that if employment ends during the first three weeks 66% will be rebated
(b) 33%	4-7.	This means that if employment ends during weeks 4-7 33% will be rebated
(c) 20%	8-10.	This means that if employment ends during weeks 8-10 20% will be rebated

SECTION 1 PRIMARY TERMS - PERMANENT AND FIXED TERM CANDIDATES

our agreement and capacity

- It is agreed that these Terms of Business, which are subject to the definitions in Section 2 and the General Terms in Section 3, apply to all dealings between you and us relating to the business described herein. We operate as an Agency (as defined by the Regulations), unless specified otherwise. The Retained Search Campaign Terms set out in Schedule 2 will only apply where we have agreed this with you in advance and you have provided an appropriate proposal and in all other circumstances the terms and conditions set out in sections 1 to 3 will apply.

our general obligations

- We agree to use our reasonable endeavours to locate Candidates for you in accordance with your Requirements, to make Introductions, and to provide Additional Services if agreed from time to time.

your agreement

- You agree to accept our Candidate introduction services and you acknowledge and agree the following:
 - The Regulations require us to provide specific information to each Candidate in relation to any Requirement. Accordingly, to enable us to comply with our obligations;
 - upon issuing a Requirement or as soon as possible thereafter you shall provide to us sufficient and accurate information to enable us to seek Candidates that may be suitable for you including the Information, and complete any reasonable questionnaire that we may send to you in that regard; and
 - prior to an Engagement you shall notify us of any additional information that may affect the information already provided or be relevant to the decision of a Candidate to accept work proposed in the Requirement;
 - you warrant that information provided under clause 3(a) is/shall be full and accurate; and
 - in the case of each Requirement and Engagement, regardless of any statutory obligation we may have to take various steps, it is your responsibility to check that the Candidate is suitable for your purposes and that you are satisfied with the information and confirmations we have provided to you, and you agree in particular:
 - regardless of any references or information that we may provide, to take up such references for the Candidate as you think fit and verify the curriculum vitae supplied; and
 - to ensure that the Candidate has any necessary permit or authority to work for you; and
 - to explain your requirements to the Candidate promptly on commencement if you have not already done so;
 - you warrant that if you have interviewed the Candidate prior to commencement of the Engagement you have explained to the Candidate your requirements and satisfied yourself that the Candidate is suitable for those requirements;
 - by reason of your acceptance of clauses 3(a) to (d) we shall not be liable for any loss or damage arising out of any representation made by us in good faith that may have induced you to accept an Engagement, or for any breach of contract, negligence or tort of the Candidate and you will fully indemnify us and keep us so indemnified against any claim or action, including the costs thereof (on an indemnity basis), brought by a Candidate, or another business (of any kind) with which we have been dealing in relation to a Requirement, arising from incorrect or incomplete information provided by you to us;
 - you will keep us promptly informed of your intentions in relation to an Engagement of a Candidate (unless you have already entered into a Permanent Contract with the Candidate);
 - if you have previous knowledge of a Candidate prior to a first Introduction by us you shall notify us in writing within 3 business days of the Introduction together with supporting documentary evidence, and in the absence of such written notification, you waive the right to rely on such previous knowledge as a reason for non payment of any Fee and the Introduction is deemed to be the effective cause of introduction;
 - in relation to any Engagement you shall within 7 days of our written request provide to us information to enable us to identify the Remuneration and term of the Engagement including details of any renewal or extension of an Engagement or of any new Engagement relating to a Candidate effected within the Fee Period; and

- where there is a Permanent Engagement or a Fixed Term Engagement, you are solely responsible for the contractual arrangements with, and payment to, the Candidate at all times.

fees, rebates and remuneration

- In relation to fees and rebates the following shall apply:

- wherever there is an Engagement within the Fee Period, or there is an Additional Service, you shall pay the Fee in accordance with the Payment Terms without any deduction, set off or counterclaim, subject only to any entitlement to a Rebate, and for the purposes of our Fee an Engagement during period (a) of the Fee Period as defined is deemed to be as a result of the relevant Introduction regardless of any information relating to the Candidate you may have received from any third party unless you have notified us in accordance with clause 3(g);
- where you are entitled to a Rebate we agree to make payment to you within 28 days of the date on which all of the Rebate Conditions have been complied with but, for the avoidance of doubt, if we have Introduced a replacement Candidate as referred to within the Rebate Conditions you shall not be entitled to a Rebate and we shall not be entitled to charge any further fee;
- you shall promptly repay any Rebate
- which is either not properly due to you; or
- if you re-Engage the relevant Candidate within 12 months of the termination which entitled you to a Rebate;
- Remuneration shall be calculated on an annualised basis. If you have not informed us of the full projected sum within 14 days of enquiry from us, or by any later date we raise an invoice, Remuneration shall be deemed to be an amount calculated on the basis of either the rate payable under the last previous Engagement of any kind that was not a Permanent Engagement, or where there has been no such previous Engagement, the highest amount or rate indicated by either you or us as payable for the services sought by you at the time of the Introduction of the relevant Candidate;
- we shall issue an invoice to you for the relevant Fee under each Engagement upon, or as soon as is appropriate after, the commencement of the Engagement, or at any intervals agreed for payment in an Engagement, or at the time agreed in respect of Additional Services, as the case may be, but any delay in issue shall not affect our entitlement to payment in any event;
- where a Fixed Term Engagement is for a fixed period of less than one year, we may as a concession and at our sole discretion accept that Remuneration shall be calculated based on the actual amount agreed to be paid for the fixed period (rather than annualised as set out at (d) above), provided that:
 - you have first notified us in writing prior to the commencement of the Fixed Term Engagement of the term of the fixed period which shall for the purposes of our Fee be deemed to be a minimum of 3 months, and the full amount payable for that period; and
 - prior to the commencement of the Engagement we have accepted in writing that the Remuneration will be calculated only on the basis of the fixed period (albeit calculated as though it were for a minimum of 3 months), and not on an annualised basis; and
 - you pay the concessionary sum within 7 days of the date of our invoice;
- if any Fixed Term Engagement (including a previous extension or new Engagement under this clause (g)) is extended at any time, or if a new Engagement is entered into with a Candidate or if a Fixed Term Engagement becomes a Permanent Engagement, we shall be entitled to raise a further invoice. If the new Engagement is a Permanent Engagement the Fee shall be calculated in accordance with Fee (a)(i) below (and there shall be no reduction to take account of any Fee which you have previously paid to us for the same Candidate). If the subsequent Engagement is a Fixed Term Engagement the Fee shall be calculated in accordance with Fee (a)(ii) (and no regard shall be had of any previous Fee which you have paid for the same Candidate). If a Candidate ceases employment with you and you re-engage the Candidate at any point during the Fee Period a Fee will be payable in accordance with Fee (a)(i) or Fee (a)(ii) below as appropriate (and no discount shall be applied to take account of the fee which you have already paid to us). If any of the circumstances referred to in this clause (g) arise, you undertake to notify us within 7 days of the occurrence; and
- an Offer shall be deemed to be an Engagement unless the Offer is rejected by the Candidate or unless you withdraw the Offer for the reason that you have since come into possession of information which you have provided to us that the Candidate is not suitable for the position offered by you, and Remuneration in this event shall be calculated on the projected sum contained within the Offer – this means that if you withdraw an Offer before it is accepted for any reason, other than suitability, we shall nevertheless be entitled to our Fee.

additional provisions

- It is also agreed that:
 - for the avoidance of doubt, because at all times we are acting as an Agency unless otherwise stated, where any Additional Service comprises a requirement to advertise, whether for permanent or for contract or temporary workers, we may specify in any such advertisement that we are acting in our capacity as an Agency;
 - we are authorised by you to advertise in any medium we deem appropriate to source Candidates where you have issued a Requirement to us.

CLIENT TERMS OF BUSINESS

SECTION 2 DEFINITIONS AND MEANINGS – PRIMARY TERMS

General Definitions

Additional Fee - a fee agreed between you and us for an Additional Service provided by us, and any Expenses.

Additional Service - an additional specific service we provide to you, following a request from you (which may be ancillary to or as part of our service as an Agency, or, where applicable, Employment Business or which may relate to other business).

Associate - a person with whom we conduct business, being (a) a subsidiary or associated company (as defined by s.1159 Companies Act 2006) of yours, or (b) a business (whether corporate or unincorporated):

- (i) which is a member of, director of, or partner in, your company or business; or
- (ii) of which you are a member, or director or partner; or
- (iii) for which either you, or a representative of yours is authorised by you (whether expressly or impliedly) to, undertake work (other than solely in a professional capacity).

Candidate - any individual, whether employed or self employed, and/or a limited company through which an individual is offering services, or a supplier limited company.

End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of that third party.

Engagement - any engagement or employment of any description (including as defined by s.13(1)(a) of the Employment Agencies Act 1973) whether direct or indirect, under which a Candidate is due to provide any services for the benefit of you or to an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party, and "Engage" and "Engaged" shall have corresponding meaning.

Expenses - any agreed expenses to be paid by you.

General Terms - the terms set out in Section 3 applicable to all Engagements.

Information - information for each Requirement including:

- role or position to be filled and date for commencement;
- nature of the work and/or position required;
- working conditions and location;
- proposed salary and/or other payment terms;
- any issues relating to health and safety and steps taken by you to prevent or control risk or information which may affect a decision to accept work;
- experience, training and qualifications required for the Candidate;
- details of any requirements of law or professional bodies and confirmation that you have all necessary licences and consents; and
- any information reasonably required by us in order to fulfil our obligations under the AWR 2010.

Introduction - the provision of information by us or by a Candidate that enables you to identify a Candidate or relating to a Candidate, already identified, including all negotiations between you and us relating to a Candidate, and "Introduce" shall have corresponding meaning.

Offer - an offer, in principle or otherwise, expressing the desire to Engage the Candidate, and communicated by you, or us at your request, to the Candidate.

Payment Terms - you shall pay the Fee within 14 days of commencement of the Engagement, the sum due in respect of the Fee being a debt due to us, whether or not we have submitted an invoice. If payment is late you shall pay interest on any overdue sum calculated at the rate of 2% per month, and any discounts or favourable variations agreed as Special Terms for a particular Requirement shall no longer apply.

Period of Supply - the period during which we actually supply a Candidate to you under a Temporary Assignment whether or not the relevant Assignment confirmation provides for a longer or shorter term.

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

Remuneration - the proposed or projected sum (whichever is higher) payable by you or an End User (which in respect of discretionary bonuses shall be treated as 2/3rds of the projected discretionary bonus) for the benefit of the services of a Candidate under an Engagement calculated in accordance with clause 4(d) of Section 1 together with the value attributable by HM Revenue & Customs of all taxable benefits provided under the Engagement, such value in respect of any motor vehicle being not less than £4,500.

Requirement - a request from you in any form for an Introduction or other service.

Special Terms - specific terms, whether or not referred to as a specific additional agreement (SAA), relevant to a stated Requirement, agreed with you and set out in a Requirement confirmation or an Assignment confirmation and which vary terms applicable only to that Requirement.

Retained Search Campaign Terms - the specific terms set out in Schedule 2 which apply to our retained search campaign services.

Supply Terms - the terms of business set out in Schedule 1 which apply to Temporary Assignments, and which do not form part of the terms in Section 1 – Note: the Supply Terms are a separate agreement contained within this document for convenience only.

Terms of Business - the terms herein, which comprise our agreement with you, but excluding the Supply Terms unless, and to the extent, they are stated to apply.

Fees Definitions

Fee -

(a) the fee you are obliged to pay us in the event of an Engagement – this is dependent on the type of Engagement as follows:

- (i) **Permanent Engagement.** Namely, one that is a permanent direct hire of a Candidate by you, an Associate or an End User. Our fee will be calculated in accordance with the Fee Scale for Permanent Candidates with a minimum fee of £12,000, save and to the extent that any other scale or terms are stated or agreed by us to apply.
- (ii) **Fixed Term Engagement.** A contract of any type (which is not a Permanent Engagement or a Temporary Assignment) directly between you, an End User or an Associate and the Candidate. A fee as if the hire were a Permanent Engagement, although a reduction may be agreed in accordance with clause 4(f) at our absolute discretion.
- (iii) **for a Temporary Assignment.** Our fee in accordance with the Supply Terms at Schedule 1.

And

(b) **in any event** any Additional Fee.

Fee Period - any time:

- (a) during the later of 12 months after
 - (i) an Introduction relating to the Candidate concerned; or
 - (ii) the last day of the most recent Engagement (including Temporary Assignment) of the Candidate concerned; or
- (b) after an Introduction where the Introduction was the effective cause of the Engagement.

Rebate - the proportion of the Fee (but not the Additional Fee) we will rebate in accordance with the Rebate Scale if all of the Rebate Conditions apply and your employment of a Candidate ends within 10 weeks of commencement of the employment ("Timescale").

Rebate Conditions:

- (i) the arrangement is an Assignment under which the Candidate is employed by you under a contract of service on a basis intended to be permanent; and
- (ii) the Candidate has not previously been Engaged by you; and
- (iii) the employment ends within the Timescale by reason of the fact that the Candidate is not suitable for the position offered by you and accepted by the Candidate; and
- (iv) you have provided us with full and correct information as to the position sought to be filled in accordance with clause 3(a) in relation to the Candidate, and the position is as described, and
- (v) you have first paid the relevant Fee no later than 7 days after the earlier of the date of commencement of the employment or the date of our invoice; and
- (vi) you have notified us of the fact, and date, of termination no later than 3 working days after the earlier of the date of notice of termination given by either party or the date the employment ends; and
- (vii) you have in good faith allowed us to Introduce a suitable replacement Candidate for the same position and we have not, within 28 days of your notification to us under (vi), been able to make such Introduction which leads to an Engagement.

CLIENT TERMS OF BUSINESS

SECTION 3 GENERAL TERMS APPLICABLE TO ALL BUSINESS

The general terms set out below apply to all Engagements and matters under the Terms of Business in this document

- (a) We shall advise you of the terms of each Engagement unless, you have concluded negotiations with the Candidate direct.
- (b) Whilst at all times we shall act in good faith we give no guarantee or warranty that we will be able to locate any suitable Candidate, or that any Candidate we Introduce is suitable for your purposes at any time.
- (c) The date of an Engagement shall in all cases be the earlier of the date of an agreement to Engage or the date of commencement of any services under an Engagement.
- (d) Where you directly hire a Candidate you are responsible for the health and safety of the Candidate and for ensuring that the conditions of work are at all times suitable for the Candidate and for payment to the Candidate.
- (e) Unless you have notified us otherwise prior to the commencement of an Engagement, you warrant that there are no circumstances relevant to the work, or any aspect of an Engagement, which may result in the Candidate suffering a detriment of any kind.
- (f) For the avoidance of doubt, during period (a) of the Fee Period there is no implied term that an Introduction be the effective cause of an Engagement.
- (g) All fees are subject to value added tax which will be charged in addition and, for the purpose of calculating our Fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice.
- (h) An Engagement does not comprise any variation to these Terms of Business, and where times are referred to herein such times are of the essence.
- (i) You shall keep any information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time the information was requested; in particular, you shall not directly or indirectly induce nor seek to induce a Candidate that is engaged by contract to us to terminate such contract for any reason and it is agreed that should you be in breach of this provision you shall be liable to us for liquidated damages for each breach in the sum of £20,000 being estimated damages that you agree are reasonable for our loss.
- (j) Neither we nor our staff shall be liable to you for any loss, damage, delay or compensation of any kind whether in contract or tort, or for breach of the Regulations by any person other than us, arising out of these Terms of Business or an Assignment and you shall indemnify us against any costs, claims or demands arising from any claim by you save to the extent prohibited by the Regulations or other operation of law.
- (k) Without prejudice to clause (j) of this Section and clause 3(e) of Section 1, our liability shall, in any event other than where liability cannot be limited by law, be in respect of direct losses only, not exceed £1million in any case, and be limited in the case of:
 - (i) a Permanent Engagement or a Fixed Term Engagement to the lower of repayment of our Fee, or £100,000;
 - (ii) a Temporary Assignment to a sum equivalent to the Fee payable for 1 month under the relevant Temporary Assignment.
- (l) You agree that the liability terms and limits set out in clause 3(e) of Section 1, and (j) and (k) of this Section, are reasonable.
- (m) Neither you nor we shall divulge to any other party, or use for your or our own benefit, any information capable of being confidential relating to the affairs of your or our business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed. You agree to comply with the terms of the Data Protection Act 1998.
- (n) Other than for third party rights specifically conferred in or under this agreement or in Special Terms, the Contracts (Rights of Third Parties) Act 1999 is excluded.
- (o) Each portion of this agreement, defined by punctuation and/or sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force.
- (p) Any notice under this agreement shall be in writing and sent to the addressee at the last known address, fax number or electronic mail address either, respectively, by first class post, or by fax or by electronic mail, and shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission, and in the case of electronic mail on the date electronic confirmation of receipt is received by the sender.
- (q) Save for any Special Terms the terms set out in the Terms of Business are the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and override any terms proposed by you and may not be varied except either by us in providing you with a general amendment notice, which will be deemed to apply unless you notify us in writing that you do not accept the amendments within 7 days of receipt of the notice, or by agreement (whether orally or otherwise) and confirmed in writing signed by a director of ours; any terms provided by you to us and included within any request for services shall not apply unless we expressly agree the same in writing signed by a director of ours and no other action by us shall imply acceptance by us of any such terms.
- (r) if an offer of employment is made to any employee or former employee of ours by you or one of your Associates or an End User, you shall be liable to pay a Fee amounting to 35% of the Candidate's salary subject to a minimum fee of £20,000.
- (s) If, within the Fee Period, you supply details of any Candidate Introduced to you by us to any Associate, End User or other third party and any Engagement or agreement is subsequently entered into between the third party and the Candidate you shall be liable to pay a Fee to us as if the Engagement or agreement were entered into between you and the Candidate.
- (t) The laws of England and Wales govern this agreement and the English Courts shall have sole jurisdiction.

CLIENT TERMS OF BUSINESS

SCHEDULE 1

SUPPLY TERMS - TERMS RELATING TO THE SUPPLY OF TEMPORARY CANDIDATES

1. The Terms in this Schedule apply to our supply to you of any Temporary Candidate. The Terms are subject to the definitions in clause 13 below, and the General Definitions above (excluding the Fees definitions) and General Terms set out respectively in Sections 2 and 3 of the Principal Agreement. The terms in this Schedule are separate and distinct from the terms set out in any other part of the Principal Agreement, and comprise a separate agreement.

Our agreement and capacity

2. It is agreed that:
- (a) in respect of a Temporary Assignment unless we inform you otherwise our capacity in relation to you shall be and be deemed to be that of an Employment Business (as defined by the Regulations) until the end of the Temporary Assignment;
- (b) on termination of a Temporary Assignment, however caused, the terms in this Schedule cease to apply except as provided for, but without affecting, responsibilities that arise during the Period of Supply.

Our obligations

3. We agree to supply a Temporary Candidate to you as agreed in the Temporary Assignment (which may be set out in an Assignment confirmation) subject to the provisions set out in clause 4, where applicable to allow the Waiver Sum against an invoice issued to you if the Temporary Candidate proves wholly unsuitable for your purposes within 1 working day of commencement of the Temporary Assignment and you notify us within that period of the unsuitability of the Temporary Candidate, and to invoice you;
- (a) for the Fee at the times agreed in the Temporary Assignment; or
- (b) in the case of a Transfer Fee at any time after we become aware of the Transfer.

Conditions and your obligations

4. You agree to accept the services subject to the terms in this Schedule and you acknowledge and agree that the following conditions apply:
- (a) the provisions in clauses 3(a) to (h) of Section 1 of the Principal Agreement apply as if the same were repeated herein and that you will comply with the provisions;
- (b) you shall pay the Fee in accordance with the Payment Terms without any deduction, set off, or counterclaim;
- (c) as an ongoing obligation throughout a Temporary Assignment you agree to be responsible for the health and safety of the Temporary Candidate as if the Temporary Candidate were a worker directly engaged by you, and, without limiting that responsibility in any way, you shall (i)(a) undertake risk assessments of the activities required to be undertaken by the Temporary Candidate and notify the Temporary Candidate and us immediately of any specific or potential hazards relating to the Assignment and the precautions that the Temporary Candidate should take relating to that risk; (i)(b) not allow the Temporary Candidate to undertake any work that is hazardous without first undertaking the assessment and providing the notification referred to in clause 4(c)(i)(a) and ensuring that the work complies with all health and safety procedures and requirements relevant to that work; (i)(c) ensure that any equipment or vehicles provided by you for the use of the Temporary Candidate are in good order, suitable and safe and compliant with all relevant regulations and safety requirements; (i)(d) maintain adequate Employer's and Public Liability Insurance which provides cover for Temporary Candidates supplied by us;
- (ii) notify us as soon as possible in writing if you are not satisfied with a Temporary Candidate, giving details of your reasons for that dissatisfaction;
- (iii) ensure that the Temporary Candidate is aware of regulations applicable to external contractors;
- (iv) be solely responsible for providing reasonable directions and instructions to the Temporary Candidate as to the work to be undertaken and for supervising and monitoring performance and compliance with such instructions by the Temporary Candidate, but without conflicting with clause 4(c)(vi), and you shall provide such instructions and suitable facilities to the Temporary Candidate as are necessary to enable the services of the Temporary Candidate to be provided;
- (v) allow us to suspend the services of the Temporary Candidate if (a) the Temporary Candidate or a person supplied by the Temporary Candidate wishes to take annual leave and you have agreed a period of leave in advance, or (b) the Temporary Candidate or a person supplied by a Temporary Candidate is absent due to sickness, provided that we shall notify you as soon as practicable of any required absence for sickness;
- (vi) not integrate the Temporary Candidate into your workforce or treat the Temporary Candidate as an employee or do any act or thing towards the Temporary Candidate which may be regarded as the act of an employer towards an employee, for any purpose, but not so that this shall prejudice your obligations in relation to health and safety;
- (d) you agree not to discuss with the Temporary Candidate the terms of the Temporary Candidate's engagement with us, other than strictly as required for the proper objectives of the work required under the Assignment, and you agree that the Temporary Candidate is not an employee of yours and that neither the Temporary Candidate nor you has any obligation to the other to perform or provide work for any specific period;
- (e) in our contract with the Temporary Candidate, which shall be a contract for services unless we inform you otherwise, we shall procure that the Temporary Candidate agrees;
- (i) to perform the work required under a Temporary Assignment in good faith, and with due care and skill, and that the Temporary Candidate will not perform any work during the Period of Supply for any third party which is in conflict with your interests;
- (ii) where appropriate not to make use of your confidential information in terms similar to those set out in clause (m) of the General Terms;
- (iii) where applicable to deliver up to you or an End User where appropriate respectively any of your or the End User's papers and other materials held by the Temporary Candidate upon termination of the Temporary Assignment;

Timesheets and records

- (f) you shall keep records of the time spent, and/or work provided as the case may be, by the Temporary Candidate until all matters under the Temporary Assignment are concluded and you agree to co-operate with us in relation to any query
- (g) at the end of each week you shall verify a correct record of hours worked by the Temporary Candidate and sign time records provided by the Temporary Candidate or us or, in the case of project work chargeable upon deliverables, verify the objectives achieved at the relevant time on records provided by the Temporary Candidate or us, your signature on such time sheets or records being conclusive evidence of the acceptance of works undertaken by the Temporary Candidate for the relevant period; for the avoidance of doubt your failure to verify or sign a record in accordance with this provision shall amount to a breach of contract and you shall not be entitled to refuse payment to us on the sole basis of such failure or alleged dissatisfaction with the quality of work – if there is any dispute about time spent you shall produce to us your own record of time spent and pay for that time pending resolution of the dispute.

Replacement

- (h) if clause 4(c)(ii) applies you must allow us at least 2 working days to find and supply a suitable replacement.
- (i) if we do not provide a suitable replacement in accordance with clause 4(h) you or we may terminate the Temporary Assignment by giving notice to the other.

Termination

- (j) We may terminate a Temporary Assignment immediately without liability and without prejudice to any right for relief if you are in breach of any of the terms herein, or if, in good faith, we form the opinion for any reason, which need not be reasonable, that:
- (i) you may not meet your obligations to us or a Temporary Candidate; or
- (ii) our Temporary Candidate may no longer be willing, or able or suitable to undertake work for you.
- (k) Either you or we may terminate a Temporary Assignment by giving notice to the other:
- (i) of the notice period where a notice period is agreed for termination of a Temporary Assignment; or
- (ii) if the other shall commit an Insolvency Event, namely that it becomes insolvent within the meaning of the Insolvency Act 1986 or has a receiver appointed or an order or resolution made to wind it up or enters into any arrangement or composition with its creditors or passes a resolution to cease trading or actually ceases trading or being an unincorporated body is dissolved or declared bankrupt.
- (l) If a Temporary Assignment is terminated:
- (i) by notice under clause 4(k)(i) you shall make payment to us of the Fee for the period of such notice whether or not you utilise the services of the Temporary for the period of the notice; or
- (ii) on the basis set out in clauses 4(j) or 4(k)(ii) you agree we are not at fault and you accept that we have taken a prudent commercial step to avoid loss or potential loss.

Agency Worker Compliance (AWR)

5. You shall at all times comply with your obligations under the AWR, including but not limited to providing any Temporary Candidate with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulation 12 and 13 of the AWR.
6. In respect of any Temporary Candidate supplied to you by us, where a Temporary Assignment lasts or is likely to last for more than 12 weeks, you are required to provide us with AWR Pay and Conditions Information either at the start of the Temporary Assignment or as soon as you are aware that it will or is likely to last for more than 12 weeks. You shall have a continuing obligation to inform us if there are any changes to AWR Pay and Conditions Information that affect any Temporary Candidate. In addition, we reserve the right to request AWR Pay and Conditions Information from you at any time and you agree that you shall supply us with the information requested by us within 5 days of receipt of such a request.
7. Following receipt of the AWR Pay and Conditions Information provided by you to us, you agree that in circumstances where the AWR Pay and Condition Information requires additional payments or otherwise (including providing vouchers or entitlements) to be made to any Temporary Candidate to satisfy AWR requirements, you shall be liable for any such payments or otherwise providing vouchers or entitlements in addition to the Fee. We shall confirm such changes to the Fee defined in clause 13 of these Terms in writing.
8. In the event that you receive an allegation by any Temporary Candidate that there has been a breach of the AWR in relation to the supply of that person to you by us (whether that allegation has been made as a request for information under regulation 16 of the AWR or otherwise), you shall provide a copy of that allegation to us within seven days of receipt. You shall co-operate with us in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by us, and complying with any reasonable requests in relation to the contents of any response.
9. You shall at all times whether during or after termination or expiry of these terms, indemnify and keep indemnified us against any losses, liabilities, fines, damages, costs, claims or expenses (including legal fees and costs of settlement, judgment, interest and penalties) suffered or incurred by or awarded against us arising out of or in relation to any proceedings, claim or action against us resulting from or connected with any claim by any Temporary Candidate under the AWR.

Transfer Fees

10. Subject to clause 12, if you Engage a Temporary Candidate either directly or through the medium of a third party during the Period of Supply, or within the Transfer Period, you shall upon the Engagement pay us a Transfer Fee.
11. If during the Period of Supply, or thereafter within the Transfer Period, you introduce (by providing information or otherwise) a Temporary Candidate to a third party which enters into an Engagement of the Temporary Candidate either directly or through the medium of another party, you shall upon the Engagement pay us a Transfer Fee.
12. In the event of the Engagement by you of a Temporary Candidate supplied by us either directly or pursuant to being supplied by another employment business within the Transfer Period you shall be liable to either, subject to electing upon giving 7 days notice, an extended period of hire of the Temporary Candidate being at least 12 months and the terms of such engagement shall comply with the Regulations. Where you do not give notice before the Temporary Candidate is Engaged, the parties agree that the Transfer Fee shall be due.

Definitions and meanings

13 The following definitions apply to this Schedule

AWR – means the Agency Workers Regulations 2010.

AWR Pay and Conditions Information – relevant information about the basic pay, working and employment conditions of your comparable directly recruited staff and the basis on which you consider them to be comparable including any Information as defined in the General Definitions above.

Fee - (i) the amount specified by us as our fee in respect of the Temporary Assignment, such calculation being based upon the total of the cost to us of supplying the Temporary Candidate (including statutory payments we make to the Candidate) plus our charge (“Charge”) from time to time plus (ii) any Additional Fee, and (iii) a Transfer Fee

Principal Agreement - the document of which this Schedule forms part

Temporary Candidate – any person who or which is engaged by us and who is supplied to you or an End User subject to these terms and conditions

Temporary Assignment – an agreement under which we will supply a Temporary Candidate to you

Transfer Fee - 30% of Remuneration applicable in the circumstances set out in clauses 10 to 12

Transfer Period - within the later of

- (i) 14 weeks from the first day of supply by us of the Temporary Candidate to you (disregarding any supply that ended more than 42 days prior to any new supply); or
- (ii) 8 weeks after the last day of supply.

Waiver Sum - the sum payable by you to us under a Temporary Assignment for the supply of a Temporary Candidate less the sum we have agreed to pay the Temporary Candidate.

CLIENT TERMS OF BUSINESS

SCHEDULE 2 RETAINED SEARCH CAMPAIGN TERMS

Our terms for retained search campaigns

1. These Terms, which are subject to the definitions below (and definitions in the Agreement where not defined below), apply exclusively to the circumstances in which we are asked to provide retained search campaign services and only where we have expressly agreed with you in advance that the terms of this Schedule 2 will apply.

definitions and meanings

Agreement - the agreement of which this schedule, comprising a separate agreement, forms part.

Fee Scale - 30% of Remuneration.

Campaign Fee - the fee due to us calculated on the Fee Scale plus vat.

Payment Terms - as specified in clause 5 of this schedule.

Requirement - a requirement for us to search for a Candidate for a specific executive position where we have informed you that these Terms apply.

These Terms - the terms set out in this Schedule.

2. Upon receipt of a Requirement for a position to be filled accompanied by sufficient information including the Information we shall search for suitable Candidates, arrange such advertising as you and we shall agree, and following applications from potential Candidates, prepare a shortlist of Candidates who may, in our opinion, be suitable.
3. We shall as soon as is practicable forward the shortlist to you and assist in making arrangements for you to interview any Candidate that is of interest to you.
4. Following any interview we shall negotiate on your behalf to the extent that you reasonably require with any Candidate that is of interest to you with a view to the Candidate agreeing to be engaged by you on terms acceptable to you and keep you informed.
5. You shall pay our fees as follows:
 - (a) upon issue of the Requirement to us, one third of our Campaign Fee on the basis that Remuneration is the amount you have advised us that you will pay to a successful Candidate to fill the position set out in the Requirement;
 - (b) upon issue of the shortlist to you, a further one third of our Campaign Fee on the basis that Remuneration is the amount you have advised us before the shortlist is issued that you will pay to a successful Candidate to fill the position set out in the Requirement; and
 - (c) upon successful completion of negotiations and the Candidate agreeing to be engaged by you, the full Campaign Fee less any sums already paid under clauses 5(a) and (b) in this schedule.
6. For the avoidance of doubt, if you engage more Candidates from the shortlist than were sought under the Requirement, then each such additional engagement shall be treated for the purposes of our Fee as a Permanent Engagement in accordance with the contingency fee scales in Section 1 of the Agreement.
7. In the event of cancellation of, or material change in, a Requirement, the full Campaign Fee shall become payable by you immediately. For the avoidance of doubt you shall not be entitled to any refund of sums paid if any Candidate is not subsequently engaged by you, or in any circumstances.
8. Clause 4(b) of Section 1 of the Agreement only applies to the final instalment of the Campaign Fee payable under clause 5(c) in this Schedule, and does not apply in respect of the cancellation fee payable under clause 7 above.
9. Subject to clause 8 above, all remaining provisions of the Agreement, save variations to the definitions and Fees, shall apply to these Terms.