

# TERMS AND CONDITIONS OF BUSINESS FOR PERMANENT STAFF AND FIXED TERM CONTRACT PLACEMENTS

These Terms and Conditions of Business for Permanent and Fixed Term Contract Placements (the "Standard Terms") regulate the relationship between TalentHub Recruitment ("TalentHub") and the Client. They are effective from 1<sup>st</sup> January 2018 and supersede all previous terms issued by TalentHub or the Client. Save as expressly provided for below, these form the entire agreement between the parties.

TalentHub has been assigned to Introduce to the Client, for an Introduction Fee, a Candidate for Engagement with the Client into a permanent or fixed term contract placement ("the Assignment"). These Standard Terms regulate permanent and fixed term contract and retained placements by TalentHub to the Client only. Alternative terms and conditions (from time-to-time in place) apply to the placement of temporary workers. These are available on request.

It is Agreed that:

## 1. DEFINITIONS

**"Advertised Selection"** means the selection of Candidates who respond to advertisements placed in various media by TalentHub relating to the Client's vacancy

**"Agreement"** means these Standard Terms

**"Candidate"** means the person introduced to the Client by TalentHub

**"Client"** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Candidate is supplied or Introduced

**"Contingent Introduction"** means the Introduction of a Candidate to the Client by TalentHub other than a Retained Introduction. No prior specific instruction from the Client being required to affect a Contingent Introduction

**"Engagement"** means the engagement, employment or use of the Candidate by the Client, whether under a contract of service or for services, partnership or otherwise and "Engages" and "Engaged" shall be construed accordingly

**"Executive Search"** means the identification of potential senior managerial or executive role Candidates by TalentHub and/or the Client and the targeting and direct approach of such Candidates by TalentHub

**"TalentHub"** means TalentHub Recruitment, an employment agency as defined by section 13(2) of the Employment Agencies Act 1973

**"Introduction"** means the Client's interview of a Candidate in person or by telephone following the Client's instruction to TalentHub to fill a vacancy or the passing to the Client of a curriculum vitae or other information by TalentHub that

identifies the Candidate and "Introduced" shall be construed accordingly Unless the context otherwise requires, references to the singular include the plural and vice versa. References to clauses or schedules are references to clauses or schedules of these terms unless the contract otherwise admits.

**"Introduction Fee"** means the percentage of the Remuneration set out in clause 3 (or any other fixed amount agreed by the parties)

**"Remuneration"** means the aggregate gross annual taxable emoluments payable to or receivable by the Candidate pursuant to the Engagement, including salary and guaranteed bonuses only but excluding all other benefits (e.g. Pension, housing, guaranteed/projected commission and allowances), payable to or receivable by the Candidate during the first year of the Engagement or attributable to such period and paid subsequently.

**"Schedule of Fees"** means the attached schedule; and

**"Shortlist"** means the list of Candidates sent by TalentHub to the Client in either written or electronic form.

## 2. THE CONTRACT

(a) These terms regulate the basis upon which Introductions are effected by TalentHub and shall be accepted on signature and return of the terms by the Client to TalentHub, or in the event of failure to do so, shall be deemed to be accepted by the Client upon the Client's request for details of Candidates or interview with Candidates (whether by telephone or in person).

(b) For the avoidance of doubt, Candidates become the employees of the Client during the term of the Engagement and the Client assumes all responsibility for the Candidate including, without limitation, the direct payment to the Candidate of all Remuneration.

(c) The Client undertakes to provide to TalentHub details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work, the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

## 3. CONTINGENT ('SUCCESS ONLY') RECRUITMENT

### Permanent Roles

Any Candidate being Engaged on a permanent employment basis by the Client following an Introduction shall attract a fee payable by the Client to TalentHub (the "Introduction Fee").

The Introduction Fee which will be invoiced upon the Candidate's commencement of the Engagement shall be calculated as a percentage of the Remuneration in accordance with the table below.

Remuneration	Introduction Fee
£0 to £29,999	7.5%
£30,000 to £44,999	10%
£45,000 and above	12%

#### Fixed Term Contract Roles

Any Candidate being Engaged on a fixed term contract basis by the Client following an Introduction shall attract a fee payable by the Client to TalentHub (the "FTC Fee") calculated as follows:

$(\text{Remuneration} \times \text{Introduction Fee percentage}) \div 12 \times$   
Number of months of fixed term contract

#### **EXAMPLE**

An initial fixed term contract of 9 months with Remuneration set at £20,000 has been agreed.

$(£20,000 \times 7.5\%) \div 12 \times 9$   
The FTC Fee payable is £1,125

Where the Engagement is on a fixed-term basis, and in the event that such Engagement contract is renewed or extended after its initial term, further fees will be payable in accordance with the provisions of these terms until such time as such contract ceases or is confirmed as a permanent position. In the latter case, a permanent fee will be payable and will be calculated based upon one year's Remuneration and the applicable percentage.

Where the Candidate is to be engaged on a part time basis, the fees (calculated for the avoidance of doubt by reference to the Remuneration) will be charged at the full time rate.

#### **4. INVOICING**

The fees will be invoiced, and will be payable, in Sterling within 7 days of the date of the relevant invoice. TalentHub reserves the right to charge interest and compensation on all overdue invoices at the rate set out under the Late Payment of Commercial Debts Regulations 2002 and to recover all reasonable legal costs incurred in recovering sums due and overdue under these Standard Terms.

#### **5. REPLACEMENT CANDIDATES**

(a) If the Engagement of a Candidate terminates lawfully within 12 weeks of the initial commencement of the Engagement, then subject to clause 6 (b), TalentHub will make reasonable endeavours to find a replacement at no extra cost to the Client.

(b) No replacement will be made in the following circumstances:

(i) if the Candidate Engaged was previously Engaged by the Client as a temporary or fixed term contract worker through TalentHub; or

(ii) if the Client has not paid sums owed to TalentHub in relation to the placement in accordance with these Standard Terms (time to be of the essence); or

(iii) if the Client does not notify TalentHub in writing within five days of the termination of the Candidate's Engagement (time to be of the essence); or

(iv) if an Engagement is terminated by the Client by reason of redundancy or convenience; or

(v) where an offer of Engagement has been made by the Client and accepted by the Candidate but is subsequently withdrawn by the Client, due to no fault on the part of the Candidate. In the event this clause 6 (b)(vi) applies then notwithstanding any other provision in these Standard Terms, TalentHub shall be entitled to immediately issue an invoice to the Client for the Introduction Fee or the Completion Fee.

(c) As stated, our preference is to supply you with a qualified replacement so you can resume working as quickly as possible. However, if you prefer, a refund will be given, in accordance to the following standards:

■	Weeks 1 to 3	100%
■	Weeks 4 to 6	75%
■	Weeks 7 to 9	50%
■	Weeks 10 to 12	25%

#### **6. SUITABILITY**

TalentHub endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; checking the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary and has advised to TalentHub in writing in a job specification or otherwise or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill. TalentHub makes no warranty, express or implied as to the foregoing suitability and it remains the Client's entire responsibility to ensure that the Candidate is suitable for the Client's requirements. The Client warrants that there will be no health and safety risk to the Candidate in working for the Client and if there are any such risks, the Client agrees to notify TalentHub, in writing of the nature of such risks and what steps have been taken by the Client to minimise such risks. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the Candidate, and satisfying any medical and other requirements or qualifications required by the Client.

#### **7. LIABILITY**

Except in the case of death or personal injury caused by TalentHub's negligence or in any other circumstances in which TalentHub liability may not be limited at law, TalentHub shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the Introduction or Engagement of any Candidate or from the failure of TalentHub to Introduce a Candidate. The Client shall indemnify TalentHub against any costs, including legal costs, claims, damages and expenses incurred by TalentHub arising from or in any way connected with the Introduction of the Candidate to, or Engagement of the Candidate by, the Client or the withdrawal, by the Client, of a vacancy.

## 8. ANTI-DISCRIMINATION

Neither party shall unlawfully discriminate against any Candidate, whether directly or indirectly, on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. Each party will ensure that each Candidate is considered and / or assessed for a particular role in accordance with the Candidate's merits, qualifications and technical abilities to perform the role. TalentHub will not accept instructions from a Client who indicates their intention to discriminate unlawfully. The Client shall indemnify TalentHub against any claim or liability howsoever incurred by TalentHub arising from following the instructions of the Client in the provision of recruitment services.

## 9. CONFIDENTIALITY

All introductions are confidential. The information concerning the Candidate including his or her name, address, CV and all other details relating to the Candidate belong to TalentHub and the Client may only use that information for the purposes of interviewing the Candidate and deciding whether or not to engage his or her services and for no other purpose whatsoever. Should the Client decide not to engage the services of the Candidate the Client agrees that it will not retain any documents and other records or data held concerning the Candidate. The Client will not pass any information concerning the Candidate to any third party. In the event of the Client's breach of this clause, such breach resulting in the Engagement of the Candidate by any third party, the Client will pay a Fee to TalentHub as if the Client had Engaged the Candidate.

## 10. GENERAL

(a) Where the Candidate's actual Remuneration is higher than the figure upon which the Fee has been calculated, the Client shall provide details of the Remuneration to TalentHub within 3 months of the expiry of the first year of the Engagement and TalentHub shall be entitled to charge a further fee which shall be calculated by applying the applicable percentage to the excess amount of the Remuneration.

(b) The Client will be liable to pay a fee in respect of any Candidate engaged by the Client as a consequence of or resulting from an Introduction by or through TalentHub, whether direct or indirect, which occurs within 12 months of either the

Introduction or the Candidate's final interview with the Client, whichever is later.

(c) Where any Candidate introduced by TalentHub to the Client is already known to the Client as a result of direct contact or contact through another employment agency, the Client shall notify TalentHub of that fact in writing within 1 working day from the Introduction, failing which the Client will be liable to pay the Fee in the event of its Engagement of that Candidate.

The Client undertakes that during this Agreement and for 12 months thereafter it shall not, directly or indirectly, solicit or entice away TalentHub personnel for employment, engagement or other use by the Client. If the Client breaches this clause, it shall be liable to pay to TalentHub a fee equivalent to all losses incurred by TalentHub including, without limitation, costs of employing temporary staff to

cover such position, administration fees and any other costs or expenses incurred by TalentHub as a result.

(e) No variation or alteration of these terms shall be valid unless approved by an authorised representative of TalentHub in writing. The details of any variation to these terms shall be notified to the Client in writing by TalentHub as soon as reasonably practicable and such document shall confirm the date upon which the varied terms are to take effect.

(f) No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with these Standard Terms.

(g) The parties agree that a failure or delay by either party to enforce any of the provisions set out in these Standard Terms shall not be construed as a waiver.

(h) If any provision or any part of this Agreement is held to be illegal or unenforceable in whole or in part under any enactment or rule of law such provision or part shall be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

(i) Both TalentHub and the Client each undertake to comply with all laws, rules and regulations applicable to the subject matter of this Agreement (including but not limited to the Data Protection Act 1998 as may be amended from time to time).

(j) This Agreement is governed by English law and all disputes arising from these terms shall be subject to the exclusive jurisdiction of the English Courts.

## AUTHORISED FOR AND ON BEHALF OF TALENTHUB RECRUITMENT

Name:

Position:

Date:

## AUTHORISED FOR AND ON BEHALF OF THE CLIENT

Company:

Name:

Position:

Date: