



TERMS OF BUSINESS FOR THE INTRODUCTION OF CANDIDATES BY RSP LTD ON AN EXCLUSIVITY BASIS

1. DEFINITIONS & INTERPRETATION

1.1. In these Terms of Business (**Terms**), the following definitions apply:

Candidate means a person (including a legal person) who is Introduced by the Company to the Client.

Client means the person, firm, organisation, or company to which the Recruitment Services are provided by the Company.

Company means Robinson Sangha Partnership Ltd, (Registered in England & Wales No. 14568270) whose registered office is 15 Greville Road, Clutton, Bristol BS39 5EN

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

Connected Party means any holding, subsidiary, associated or connected company of the Client.

Data means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation.

Data Protection Legislation means (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations, and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the Data Protection Act 2018 or the GDPR insofar as it is applicable to the United Kingdom.

Engagement means the engagement, employment, hire or use of the Candidate by the Client or any Connected Party pursuant to any agreement or arrangement whatsoever, whether directly or through any third party and whether on a permanent, fixed term, consultancy, or any other basis. "Engage," "Engaged" and "Engages" shall be interpreted accordingly.

Exclusivity Period means the period as set out in this Agreement in which the Company shall have exclusive rights to conduct the Candidate search for the Client.

Fixed Term Contract means an Engagement for a fixed period of less than 12 months.

Introduction has the meaning in clause 3.2 and “Introduce”, “Introduces” and “Introduced” should all be interpreted accordingly.

Introduction Fee means the fee payable by the Client upon Engaging a Candidate.

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

Payment Terms means 14 days from the date of the Company’s invoice.

Recruitment Services means the Introduction of Candidates to the Client by the Company.

Refund means a full or partial refund or rebate of the Introduction Fee.

Refund Period means the period during which a Refund may be available to the Client, as specified in the Refund Scale.

Refund Scale means the scale of refund set out in clause 7.3.

Remuneration means:

- (i) the gross annualised remuneration package payable to the Candidate including, without limitation, basic salary, guaranteed and anticipated bonuses, guarantee payments, commission, allowances and all other emoluments and benefits in kind. £5,000 shall be added to the Remuneration in respect of any company vehicle provided to the Candidate or
- (ii) if the Candidate is Engaged on a self-employed basis, via a personal services company or through any third-party company, firm or business, the total estimated annualised fees payable in respect of the Candidate’s services.

Third Party Engagement means the engagement of a Candidate by a party other than the Client following a Third-Party Introduction; and

Third Party Introduction means the disclosure of a Candidate’s details to a third party by the Client following an Introduction.

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

1.3. The headings in these Terms are for convenience only and do not affect the interpretation of any clause.

1.4. In these Terms, unless the context requires otherwise:

- (i) references to the singular include the plural and vice-versa
- (ii) references to the masculine include the other genders and vice-versa.

1.5. Any phrase introduced by the words including, include, or any similar expression, shall be

construed as illustrative and shall not limit the sense of the words preceding those words.

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

2. FORMATION & BASIS OF AGREEMENT

- 2.1. These Terms shall be deemed to have been accepted by the Client:
 - (i) signing them or otherwise expressly indicating acceptance in writing
 - (ii) instructing the Company to Introduce Candidates
 - (iii) interviewing or meeting with a Candidate who has been Introduced
 - (iv) using the Company to facilitate any Engagement or Third-Party Introduction, whichever occurs first.
- 2.2. These Terms form the entire agreement between the parties for the provision of the Recruitment Services to the exclusion of any terms or conditions of purchase proposed or issued by the Client unless otherwise agreed in writing by a director of the Company.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Company and the Client, are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which the varied Terms shall apply.

3. INTRODUCTIONS

- 3.1. The Company shall provide Recruitment Services to the Client and use reasonable endeavours to Introduce Candidates from who:
 - (i) meet the criteria specified by the Client under clause 4.1 where applicable or
 - (ii) the Company believes may otherwise be of interest or relevance to the Client.
- 3.2. An Introduction shall take place upon any of the following occurring:
 - (i) the Company providing a CV or other information to the Client which expressly or impliedly identifies a Candidate
 - (ii) the Company arranging an interview or meeting between the Client and a Candidate whether face to face, by telephone, by web conference or by any other means or
 - (iii) the parties conducting any negotiations or discussions, whether verbal or written, in respect of the potential Engagement of a specific Candidate.
- 3.3. An Introduction by the Company shall be deemed to be the effective cause of any Engagement of the Candidate within the Introduction Period, entitling the Company to charge an Introduction Fee unless all three of the following conditions apply:
 - (i) within the 6-month period prior to the initial Introduction, the Candidate had applied directly for a position with the Client or instructed a third party to introduce the Candidate to the Client for a specific position
 - (ii) the Client provides reasonable evidence of such prior application or introduction within

- two working days of the Company initially Introducing the Candidate and
- (iii) the Client has not arranged to interview the Candidate through the Company or otherwise used the Company to facilitate the Engagement of the Candidate.

3.4 It is the responsibility of the Client to inform the Company of any subsequent Engagement of a Candidate within 12 months of the Introduction of the Candidate by the Company. This provision applies to any Engagement different to the original Introduction. In such an event, the Client will pay the Fee to the Company. The Fee shall be based upon the introductory fee as set out in Clause 6 of this Agreement.

3.5 Clause 3.4 applies in the event that the Client fails to inform the Company of an Engagement of a Candidate following an Introduction and the Company subsequently finds out about the Engagement.

4. PROVISION OF INFORMATION

4.1. The Client shall provide to the Company all such information as the Company shall reasonably require regarding the position which the Client is seeking to fill including, without limitation, the information specified in Regulation 18 of the Conduct Regulations.

4.2. The Company may advertise the position which the Client is seeking to fill in such format and including such information about the position as the Company considers appropriate unless the Client notifies the Company in writing that it may not advertise such position or otherwise specifies the information about the position which may not be advertised.

4.3. The Client must:

- (i) notify the Company without delay of any offer of an Engagement which it wishes to make to a Candidate and provide the relevant terms of such offer
- (ii) notify the Company without delay upon the acceptance of an offer of Engagement by a Candidate and
- (iii) provide to the Company the details of the Remuneration agreed with the Candidate and, if requested by the Company, a copy of the Candidate's contract of employment.

5. RESPONSIBILITY FOR CANDIDATE CHECKS

5.1. The Company shall comply with its obligations under the Conduct Regulations by:

- (i) taking all reasonably practicable steps to ensure that the Candidate and the Client are each aware of any requirements imposed by law, or by any professional body, which must be satisfied by the Client or the Candidate to enable the Candidate to work for the Client in the position which the Client seeks to fill
- (ii) making all such enquiries as are reasonably practicable to ensure that it would not be detrimental to the interests of the Candidate or the Client for the Candidate to work in the position which the Client seeks to fill and
- (iii) ensuring that the Candidate is willing to work in the position that the Client is seeking to fill.

- 5.2. Where required to do so under the Conduct Regulations due to the nature of the position which the Client is seeking to fill, the Company shall take all reasonably practicable steps to:
- (i) obtain copies of any relevant qualifications or authorisations of the Candidate and offer to provide copies of those documents to the Client
 - (ii) obtain two references from persons who are not relatives of the Candidate and who have agreed that the references may be disclosed to the Client and
 - (iii) confirm that the Candidate is suitable for the relevant position.
- 5.3. Notwithstanding the Company's obligations under clause 5.1 and, where applicable, clause 5.2, the Client is exclusively responsible for determining whether to Engage a Candidate and the Client must therefore make such enquiries and carry out such checks as are appropriate to ensure that the Candidate meets the Client's requirements including, without limitation:
- (i) verifying the Candidate's work history
 - (ii) taking references upon the Candidate
 - (iii) ensuring the Candidate's right to work in the relevant jurisdiction; and
 - (iv) checking any other qualifications, disqualifications, professional history, criminal offences, certifications, permissions, or requirements for the Candidate to be Engaged by the Client in the relevant position.
- 5.4. The Client must ensure that its employees, subcontractors, and representatives do not unlawfully discriminate against, harass, or victimise any Candidate.

6. INTRODUCTION FEES

- 6.1. Where the Company is the effective cause of an Engagement under clause 3.3, the Client will pay an Introduction Fee to the Company in respect of each Candidate who is Engaged within the Introduction Period, irrespective of the position in which the Candidate is Engaged.
- 6.2. The Introduction Fee shall be an amount equivalent to a percentage of the Remuneration, rounded up to the nearest pound and calculated in accordance with the following scale:

Fee Scale:

Candidate Pay Scale	Fee Scale
£00.00 to £20,000.00	13%
£20,000 to £34,000.00	18%
£35,000 to £49,000.00	20%
£50,000.00 to £74,999.00	22%
£75,000.00 to £99,999.00	25%
£100,000.00 and above	30%

- 6.3. If the Candidate's Remuneration is not paid in Pounds Sterling, for the purposes of calculating the Introduction Fee, the Company shall convert the Remuneration to Pounds Sterling using the exchange rate published by the Bank of England on the invoice date and shall submit the invoice in Pounds Sterling. The Client shall bear any bank charges and currency exchange costs when paying the Company's invoice.
- 6.4. If the precise Remuneration is not known, if the Client fails to provide details of the Remuneration to the Company, or if it is impracticable to calculate the Remuneration, the Company will calculate the Introduction Fee using the Remuneration which, in the Company's reasonable opinion, is the market rate for the Engagement.
- 6.5. The Company shall issue an invoice for the Introduction Fee on the first day of the Engagement or as soon as reasonably practicable thereafter. VAT shall be charged at the standard rate on the Company's invoices, where applicable.
- 6.6. The Client shall settle the Company's invoices within the specified Payment Terms. Time for payment shall be of the essence.
- 6.7. The Client must not deduct or set off against any sum due to the Company under these Terms, any sum which is owed or which the Client alleges, or claims is owed by the Company to the Client, whether under these Terms or under any other agreement between the Company and the Client.
- 6.8. If the Client does not pay the Company's invoice within the Payment Terms, the Company may:
- (i) charge interest at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment together with statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998
 - (ii) submit a further invoice in accordance with clause 6.9 where applicable and
 - (iii) refer the collection of such payment to a collection agency or legal representatives and, in such circumstances, the Client shall be liable for all costs, fees (including legal fees), charges and disbursements incurred by the Company in recovering payment from the Client.
- 6.9. Where, prior to commencement of the Engagement, the Client has notified the Company that the Candidate shall be Engaged under a Fixed Term Contract, the Introduction Fee shall be charged on a pro-rata basis of 1/12 of a full Introduction Fee for each full or partial month of the Fixed Term Contract, subject to a minimum fee of 50% of the full Introduction Fee. If such Fixed Term Contract is extended, or if the Client otherwise Engages the Candidate within 12 months of the termination of a Fixed Term Contract, the Client shall pay:
- (i) an additional fee in respect of the extension to the Fixed Term Contract or
 - (ii) the balance of the full Introduction Fee as appropriate. For the avoidance of doubt, the aggregate fee payable by the Client in respect of a series of Fixed Term Contracts shall not exceed the Introduction Fee that the Client would have been liable to pay for an Engagement of 12 months or longer.

- 6.10. If the Client makes a Third-Party Introduction which results in a Third-Party Engagement within the Introduction Period, the Client shall be liable to pay an Introduction Fee which shall be calculated in accordance with clauses 6.2 and 6.3. The Client shall not be entitled to a Refund if the Third-Party Engagement terminates for any reason.
- 6.11. If the Client employs or engages (directly or indirectly) any employee of the Company with whom the Client has had material dealings, within 6 months of such individual leaving the Company's employment, the Client shall pay a fee to the Company, which shall be a sum equivalent to 25% of the employee's gross annualised remuneration in the last year of the employee's service with the Company. The fee shall be payable by the Client within the Payment Terms and the Client shall not be entitled to a refund if the employment or engagement terminates for any reason.
- 6.12. If the Client withdraws an accepted offer of Engagement for any reason other than the Candidate's suitability for the position, the Client will be liable to pay a Cancellation Fee equivalent to 25% of the Introduction Fee. Such Cancellation Fee shall be payable by the Client within the Payment Terms.

7. REFUNDS & REBATES

- 7.1. If the Engagement terminates within the Refund Period as stipulated in Clause 7.4 below, the Client may be entitled to a Refund in accordance with the Refund Scale, provided that:
- (i) the Client paid the Introduction Fee within the specified Payment Terms
 - (ii) the Client complied with clause 4.3 in all material respects
 - (iii) Clause 3.4 does not apply
 - (iv) the Client notified the Company in writing within 5 working days of the termination of the Engagement, giving the reasons for such termination
- 7.2. The Client may only become entitled to a Refund provided that:
- (i) the Candidate's position was not made redundant or otherwise no longer required due to any internal reorganisation or restructure
 - (ii) the Candidate was not dismissed for reasons which were automatically unfair
 - (iii) the Engagement was not a Fixed Term Contract
 - (iv) the Candidate did not depart due to them not having a skill which the Client had failed to stipulate to the Company in the original job description
 - (v) The Client can reasonably demonstrate that it had discharged its duty under Clause 5 of this Agreement
 - (vi) That the Company's rights under Clause 10 of this Agreement
 - (vii) Any other such factors which the Company cannot reasonably be held accountable for

- 7.3. Before giving any Refund to the Client, the Company shall have the option of an exclusivity period of 30 days to Introduce a replacement Candidate (**Replacement**) for the same position and:
- (i) if the Company Introduces a Replacement who is Engaged by the Client
 - (ii) if the Client decides not to replace the original Candidate or
 - (iii) if the Client replaces the original Candidate because of any third party's introduction during the Exclusivity Period, the Client shall have no entitlement to a Refund. For the avoidance of doubt, there shall be no entitlement to a Refund in respect of a Replacement whose Engagement is later also terminated for any reason.
- 7.4. Subject to clauses 7.1, 7.2 and 7.3, the Company shall give a Refund to the Client in accordance with the following Refund Scale:

Date of Termination	Refund %
Up to 30 days from start date	100%
31 – 60 days from start date	50%
61 – 90 days from start date	25%

- 7.5. For the purposes of calculating the Refund, the date of termination of the Engagement shall be the last day on which the Candidate is legally employed or engaged by the Client rather than the date on which notice of termination is given.
- 7.6. If the Client receives a Refund and subsequently engages the Candidate again within 12 months, the Client must repay the Refund to the Company without delay. The Client shall have no further right to a Refund if this Engagement then terminates for any reason.
- 7.7. If the Candidate leaves his or her position for any reason other than the reasons provided in Clause 7.2. of this Agreement and for any additional exceptions as stipulated throughout this Agreement, the Company shall Introduce a replacement (**Replacement**) for the same position at no additional cost to the Client.

8. EXCLUSIVITY

- 8.1. The Company agrees to Introduce Candidates to the Client for Engagement directly by the Client for the duration of the Exclusivity Term.
- 8.2. The Client agrees that during the Exclusivity Term it will exclusively use the services of the Company for the Introduction of permanent or contract staff/position of ... (**INSERT OR DELETE**). The Client will not use the services of any employment agency or any other third-party consultant, directly or indirectly, other than the Company save in circumstances where the Company has searched for Candidates but is unable to Introduce suitable Candidates for Engagement, or in the circumstances set out in Clause 8.3.

- 8.3. Nothing in these Terms shall preclude the Client from:
- (i) responding to unsolicited approaches from third-party agencies and consultancies, by referring that agency to the Company to serve as a sub-contractor or consultant for the Company
 - (ii) responding to unsolicited approaches from work-seekers directly
 - (iii) directly approaching work-seekers using its own resources
- 8.4. The Exclusion Period shall run from 8 weeks from date of this Agreement.
- 8.5. Either party may immediately terminate the Exclusivity Term by notice to the other if the other:
- (i) commits a breach of these Terms which, in the case of a breach capable of remedy, shall not have been remedied within 14 days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy
 - (ii) is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the party resulting from such reconstruction or amalgamation if a different legal entity shall agree to have the contract assigned to it and to take on all liabilities and obligations thereunder whether actual or contingent)
 - (iii) For the avoidance of doubt in the event that the Exclusivity Term is terminated by either party, the Client remains obligated to pay any fees owed to the Company in accordance with the Terms, irrespective of whether these fees relate to an Introduction made before or after the Exclusivity Term is terminated

9. CONFIDENTIALITY, DATA PROTECTION & ANTI-CORRUPTION

- 9.1. The Client shall treat all information relating to a Candidate which is provided by the Company with the utmost confidentiality and must:
- (i) not use such information for any other purpose without the prior consent of the Company and the Candidate and
 - (ii) ensure that its employees, contractors, representatives, and agents are all bound by written confidentiality obligations in respect of such information.
- 9.2. The Client must not apply for a reference from the Candidate's current employer without the express consent of the Candidate.
- 9.3. The Company and the Client understand that they will be acting as independent data controllers in respect of any Data relating to a Candidate and the Client shall:
- (i) control and process such Data in accordance with the Data Protection Legislation and
 - (ii) provide to the Candidate the information specified under Article 14 of the GDPR.
- 9.4. The parties warrant that they shall:
- (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and
 - (ii) promptly notify the other party of any request or demand for any undue financial or other advantage of any kind in connection with these Terms.

10. TERMINATION

- 10.1. Either party may terminate the provision of Recruitment Services by the Company upon a 30 (thirty) day prior written notice.
- 10.2. Any provision of these Terms that expressly or by implication is intended to continue in force on or after termination of the Recruitment Services shall remain in full force and effect including, without limitation, the validity of any Introduction which was made by the Company prior to such termination and the Company's right to charge an Introduction Fee in respect of any Engagement of a Candidate within the Introduction Period.

11. LIABILITY & INDEMNITY

- 11.1. Whilst the Company will use reasonable endeavours to ensure that any Candidate Introduced to the Client meets the requirements specified by the Client under clause 4.1, the Company offers no warranty as to the ability, integrity, or character of the Candidate.
- 11.2. The Company shall not be liable to the Client for any indirect or consequential losses or for any loss of profit, loss of business, loss of anticipated savings or loss of reputation howsoever arising.
- 11.3. Subject to clause 10.4, the aggregate liability of the Company to the Client in respect of any claim or series of claims arising out of or in connection with these Terms and whether arising in contract, tort (including negligence) or otherwise, is limited to the Introduction Fee paid or payable by the Client to the Company in respect of the relevant Engagement or, if there was no Engagement or if the claim does not relate to a specific Engagement, the sum of £10,000.
- 11.4. The Company does not limit or exclude liability for death or personal injury arising from its own negligence, for fraud or fraudulent misrepresentation or for any other claim which may not be limited or excluded by law.
- 11.5. All warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
- 11.6. Any claim which the Client may bring against the Company in connection with these Terms must be commenced within 12 months of the date on which the Client becomes aware or should reasonably have become aware of such claim.
- 11.7. The Client shall indemnify and keep indemnified the Company against all losses, damages, costs, claims (whether actual or threatened) and fees (including legal fees) suffered or incurred by the Company because of the Client's breach of contract, negligence (or any other tortious act) or breach of statutory duty.

12. GENERAL PROVISIONS

- 12.1. The Client shall not assign any of its rights or obligations under these Terms without the written consent of the Company.
- 12.2. The Company may assign any monies owing from the Client to a third party including, without limitation, a recruitment finance or factoring company and, if applicable, these Terms may be enforced by such third party.
- 12.3. Subject to clause 11.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 12.4. If any part of these Terms is determined by any competent authority to be unenforceable to any extent, such part shall, to that extent, be severed from these Terms, which shall continue to be valid to the extent permitted by law.
- 12.5. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.6. Neither party shall be in breach of these Terms nor liable for any delay in performing or failure to perform, any of their obligations under these Terms if such delay or failure result from events, circumstances or causes beyond their reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.
- 12.7. For the purposes of the Conduct Regulations, the Company shall act as an employment agency when providing Recruitment Services under these Terms.
- 12.8. These Terms shall be interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising in relation to the construction, interpretation, or performance of these Terms.

Signed on behalf of the Company:

Name:

Position:

Date:

I confirm that I am authorised to agree these Terms on behalf of the Client:

Name:

Position:

Client:

Date: