



Alex Young Recruitment Limited - Terms of Business for Contingency Recruitment

1. DEFINITIONS & INTERPRETATION

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

Applicant means a person who is Introduced by the Company to the Client and, where applicable, includes any director or employee of the Company with whom the Client has had material dealings;

Client means the person, firm, organisation or company to which the Applicant is Introduced;

Company means Alex Young Recruitment Limited (Registered in England & Wales No. 09149742) of Henry Wood House, 2 Riding House Street, London W1W 7FA;

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 or any other party which is demonstrably connected with 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) (**GDPR**) 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;

Engagement means the engagement, employment, hire or use of the Applicant by the Client or any Connected Party on any basis whatsoever, whether directly or through any third party and whether on a permanent, temporary, casual or on a fixed term basis. Engage, Engaged and Engages shall be interpreted accordingly;

Introduction has the meaning set out in clause 3.4 and Introduce, Introduces and Introduced shall be interpreted accordingly;

Introduction Period means the 12 month period from the most recent Introduction of the Applicant;

Payment Terms means 14 days from the date of the Company's invoice;

Placement Fee means the fee payable by the Client to the Company upon the Engagement of an Applicant;

Recruitment Services means the Introduction of Applicants to the Client by the Company;

Refund means a full or partial refund or rebate of the Placement Fee;

Refund Period means the 10 week period from commencement of the Applicant's Engagement;

Remuneration means (i) the gross annualised remuneration package payable to the Applicant including, without limitation, basic salary, guaranteed and anticipated bonuses, guarantee payments, commission, allowances, all other emoluments and the taxable benefit or £5,000 in respect of any company car provided to the Applicant, whichever is greater or (ii) if the Applicant 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 by the Client in respect of the Applicant's services;

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

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

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice-versa.

1.3. A reference to a person includes both a natural person and a legal person.

1.4. A reference to a party means either the Company or the Client and a reference to parties means both the Company and the Client.

1.5. Any phrase introduced by the words including, include, in particular 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.

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

2. THE TERMS

2.1. These Terms form the entire agreement between the parties for the Introduction of Applicants 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.

2.2. 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 such varied Terms shall apply.

2.3. These Terms shall be deemed to have been accepted by the Client upon signing them or otherwise expressly indicating acceptance in writing, the Client instructing the Company to Introduce Applicants, making further enquiries about an Applicant who has been Introduced, interviewing or meeting with an Applicant who has been Introduced or making a Third Party Introduction, whichever occurs first.

2.4. For the purposes of the Conduct Regulations, the Company shall act as an employment agency when providing Recruitment Services under these Terms.

3. INTRODUCTIONS & OFFERS

3.1. The Company shall provide Recruitment Services to the Client and use reasonable endeavours to Introduce Applicants from time to time who:

3.1.1. Meet the criteria specified by the Client pursuant to clause 4.1, where applicable; or

3.1.2. The Company believes may otherwise be of interest or relevance to the Client.

3.2. The Company shall be entitled to rely upon any request to provide Recruitment Services which is made by any director, employee or agent of the Client. The Company shall not be responsible if such request does not comply with any internal policies or procedures within the Client's organisation and the Client shall remain bound by these Terms.

3.3. The Company may advertise the position which the Client is seeking to fill in any print or digital format which the Company may consider 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.

- 3.4. An Introduction shall take place when:
- 3.4.1. The Company provides a CV or other information to the Client which expressly or impliedly identifies an Applicant;
- 3.4.2. The Company arranges an interview or meeting between the Client and an Applicant whether face to face, by telephone, by web/video conference or by any other means; or
- 3.4.3. The parties conduct any negotiations or discussions in respect of the potential Engagement of a specific Applicant.
- 3.5. An Introduction by the Company shall be deemed to be the effective cause of any Engagement of the Applicant within the Introduction Period, entitling the Company to charge a Placement Fee, unless all three of the following conditions apply:
- 3.5.1. Within the 6 month period prior to the Introduction, the Client had been in active discussions with the Applicant, directly or through another employment agency, with a view to Engaging the Applicant;
- 3.5.2. The Client provides reasonable evidence of such prior active discussions within one working day of the Company initially Introducing the Applicant; and
- 3.5.3. The Client has not arranged to interview the Applicant through the Company, asked the Company to provide further information about the Applicant or asked the Company to facilitate the Engagement of the Applicant in any way.
- 3.6. The Client must:
- 3.6.1. Notify the Company without delay of any offer of an Engagement which it or any Connected Party wishes to make to an Applicant and provide the relevant terms of such offer;
- 3.6.2. Notify the Company without delay upon the acceptance of an offer of Engagement by an Applicant; and
- 3.6.3. Provide details to the Company of the Remuneration agreed with the Applicant and, if requested by the Company, a copy of the Applicant's contract of employment.

4. CANDIDATE CHECKS

- 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 shall:
- 4.2.1. Take all reasonably practicable steps to ensure that the Applicant 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 Applicant to enable the Applicant to work for the Client in the position which the Client seeks to fill;
- 4.2.2. Make all such reasonably practicable enquiries to ensure that it would not be detrimental to the interests of the Applicant or the Client for the Applicant to work for the Client in the position which the Client seeks to fill;
- 4.2.3. Where the relevant position involves working with or attending a vulnerable person, take all reasonably practicable steps to:
- 4.2.3.1. Obtain copies of any relevant qualifications or authorisations of the Applicant and offer to provide copies of those documents to the Client;
- 4.2.3.2. Obtain two references from persons who are not relatives of the Applicant and who have agreed that the reference provided may be disclosed to the Client; and
- 4.2.3.3. Confirm that the Applicant is suitable for the position concerned.
- 4.3. Notwithstanding the Company's obligations under clause 4.2, the Client acknowledges that the Client is exclusively responsible for determining whether to Engage an Applicant and the Client must therefore make such enquiries and carry out such checks as the Client considers necessary to ensure that the Applicant is suitable for the position which the Client is seeking to fill including, without limitation:
- 4.3.1. Verifying the Applicant's work history;
- 4.3.2. Taking up any references provided by the Applicant before Engaging the Applicant;
- 4.3.3. Checking the Applicant's right to work and obtaining permission to work as may be required by the law of the country in which the Applicant is Engaged to work;
- 4.3.4. Arranging any medical examinations and/or investigations into the medical history of any Applicant; and
- 4.3.5. Checking any other requirements, qualifications or permissions required for the Applicant to be Engaged by the Client.

5. PLACEMENT FEE

- 5.1. Where the Company is the effective cause of an Engagement under clause 3.5, the Client will pay a Placement Fee to the Company in respect of each Applicant who is Engaged within the Introduction Period, irrespective of whether the Applicant is Engaged in the position for which the Applicant was originally Introduced.
- 5.2. The Placement Fee payable to the Company by the Client in respect of an Engagement shall be an amount equivalent a percentage of the Remuneration, rounded to the nearest pound and calculated in accordance with the following scale, subject to a minimum fee of £3,000:

Remuneration	Placement Fee
Up to £35,000	15%
From £35,000 to £49,999	17%
From £50,000	20%

- 5.3. 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 charge a Placement Fee based on the Remuneration which, in the Company's reasonable opinion, is the typical market rate for the Engagement.
- 5.4. The Company shall issue an invoice for the Placement 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.
- 5.5. The Client shall settle the Company's invoice within the Payment Terms and time for payment shall be of the essence.
- 5.6. If the Client does not pay the Company's invoice within the Payment Terms, the Company may:
- 5.6.1. Charge late payment compensation on such invoice in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
- 5.6.2. Charge interest at the rate of 6% per annum above the base rate of the Bank of England from the due date until the date of payment;

5.6.3. Submit a further invoice in accordance with clause 5.7 where applicable; and

5.6.4. 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.

- 5.7. Any discount or reduction in the Placement Fee which is agreed between the parties is contingent upon (i) the Client complying with clause 3.6 in all respects and (ii) the Client paying the Company's invoice for the Placement Fee within the Payment Terms.
- 5.8. The Client shall notify the Company if the Applicant's actual Remuneration is materially greater than the Remuneration disclosed prior to commencement of the Engagement. In such event, the Company may raise an additional invoice in respect of the difference and such invoice shall be payable by the Client within the Payment Terms.
- 5.9. If an Applicant's Remuneration is not paid in GBP, for the purposes of calculating the Placement Fee, the Company shall convert the Remuneration to GBP using the exchange rate published by the Bank of England on the invoice date and shall submit the invoice in GBP. The Client shall bear any bank charges and currency exchange costs when paying the Company's invoice.
- 5.10. 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 a Placement Fee which shall be calculated in accordance with clause 5.2. The Client shall not be entitled to a Refund if the Third-Party Engagement terminates for any reason.

6. REFUND GUARANTEE

6.1. If the Engagement terminates within the Refund Period, the Client shall be entitled to a Refund, subject to clause 6.2 and provided that:

6.1.1. The Client paid the Placement Fee within the Payment Terms;

6.1.2. The Client complied with clause 3.6 in all material respects;

6.1.3. The Client notified the Company in writing within 7 working days of the termination of the Engagement, giving the reasons for such termination;

6.1.4. The Applicant's position is not redundant or no longer required by the Client; and

6.1.5. The termination was not caused by the insolvency or reorganisation of the Client.

6.2. Where clause 6.1 applies, the Company shall have a period of six months to introduce a suitable alternative Applicant for the same position. If the Company is unable to do so, the Company shall give a Refund to the Client in accordance with the following scale:

Period of Engagement	Refund
Up to 2 weeks	80%
Up to 4 weeks	60%
Up to 6 weeks	40%
Up to 8 weeks	20%
Up to 10 weeks	10%

6.3. For the purposes of calculating any Refund, the date of termination of the Engagement shall be the last day on which the Applicant is legally employed or engaged by the Client.

6.4. If the Client receives a Refund and subsequently engages the Applicant again within 12 months, the Client must repay the Refund to the Company without delay.

7. CONFIDENTIALITY & DATA PRIVACY

7.1. The Client shall treat all information relating to an Applicant which is provided during the recruitment process as confidential and:

7.1.1. Must not use such information for any other purpose without the prior consent of the Company and the Applicant; and

7.1.2. Must ensure that its employees, representatives and agents are all bound by written confidentiality obligations in respect of such information.

7.2. The Client acknowledges that, unless otherwise agreed between the parties in writing, the Company and the Client shall each act as data controllers in respect of any Data relating to an Applicant and the Client must:

7.2.1. Control and process such Data in accordance with the Data Protection Legislation;

7.2.2. Provide to the Applicant the information specified under Article 14 of the GDPR and, if requested by the Client, the Company shall use reasonable endeavours to assist the Client in this regard; and

7.2.3. Notify the Company without delay if any Data relating to an Applicant which has been supplied by the Company is subject to a Data breach at any time prior to such Applicant becoming Engaged by the Client.

7.3. The Client must not apply for a reference from the Applicant's current employer prior to the Applicant formally accepting an offer of Engagement.

8. TERMINATION

8.1. Either party may terminate the provision of Recruitment Services by the Company at any time by notifying the other party in writing.

8.2. 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.

9. LIABILITY & INDEMNITY

9.1. Whilst the Company will use reasonable endeavours to ensure that any Applicant introduced to the Client meets the requirements specified by the Client under clause 4.1, the Company gives no warranty, whether express or implied, as to the ability, integrity or character of the Applicant.

9.2. 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.

9.3. Subject to clause 9.4, the aggregate liability of the Company to the Client in respect of any claim arising out of or in connection with the performance or non-performance of these Terms and whether in contract, tort (including negligence) or otherwise, is limited to the Placement Fee paid or payable by the Client to the Company in respect of the Engagement in relation to which such claim arises or, if there was no Engagement or if the claim does not relate to a specific Engagement, the sum of £5,000.

9.4. 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.



- 9.5. Save as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are excluded from these Terms to the fullest extent permitted by law.
- 9.6. 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.
- 9.7. The Client shall indemnify the Company against all losses, damages, costs, claims (whether actual or threatened) and fees (including legal fees) suffered or incurred by the Company as a result of the Client's breach of contract, negligence (or any other tortious act), breach of statutory duty or otherwise.

10. GENERAL PROVISIONS

- 10.1. The Client shall not assign any of its rights or obligations under these Terms without the written consent of the Company.
- 10.2. 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 relevant, the right to receive payment under these Terms may be enforced by such third party.
- 10.3. Subject to clause 10.2, the parties do not intend these Terms to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 10.4. The Client shall 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.

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

Signed:	
Print Name:	
Client Name:	
Date:	