

## Certus Recruitment Limited - Terms and Conditions for the introduction of permanent staff to be directly employed by the Client

### 1 Acceptance of terms and conditions

The Client will be deemed to have accepted and agreed to these Terms and Conditions (which will prevail over any other terms and conditions put forward by the Client), when any of the following events occurs:

- 1.1 the Client requests the Agency to Introduce a Candidate for any position; or
- 1.2 the Client, or a third party acting on the Client's behalf, interviews a Candidate; or
- 1.3 the Client Engages a Candidate in any capacity; or
- 1.4 a Candidate begins work for the Client in any capacity; or
- 1.5 the Agency provides any of the Recruitment Services to the Client.

### 2 Definitions

In these Terms and Conditions, the following words will have the following meanings:

<b>Affiliate</b>	in relation to a Party, any person that Controls, is Controlled by, or is under common Control with that Party;
<b>Agency</b>	Comprising Certus Recruitment Group Limited, company no. 10560699, & its subsidiaries Certus Recruitment Limited, company no. 12619774 and Certus Graduate Limited, company no. 12618272, registered in England & Wales, registered offices at 1 Vincent Square, London, SW1P 2PN;
<b>Agreement</b>	the Agreement containing these Terms and Conditions;
<b>Candidate</b>	a person Introduced by the Agency to the Client to be considered for an Engagement including any officer, employee or agent of the Candidate if the Candidate is a corporate body or a member of the Agency's staff;
<b>Claims</b>	the meaning given in clause 8.6;
<b>Client</b>	any person, firm or company who approaches the Agency with a view to Engaging or otherwise employing a Candidate, or any person, firm or company to whom a Candidate is Introduced by the Agency;
<b>Control</b>	in relation to a Party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be;
<b>Engage(s) (or Engagement or Engaged)</b>	the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client, and 'Re-engages' is to be interpreted accordingly;
<b>Introduce (or Introduction)</b>	the provision to the Client of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not the Client had knowledge of that Candidate before the Introduction;
<b>Introduction Fee</b>	the Introduction Fee calculated according to the Schedule;
<b>Losses</b>	the meaning given in clause 8.6;
<b>Other Party</b>	the meaning given in clause 9.1;
<b>Party (or Parties)</b>	the Agency and the Client, and Party will mean either one of them;
<b>Receiving Party</b>	the meaning given in clause 6;
<b>Recruitment Services</b>	search for Candidates for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency; and
<b>Supplying Party</b>	the meaning given in clause 6.

### 3 Recruitment Services

3.1 The Agency will provide the Recruitment Services to the Client in consideration for the Client's paying the applicable Introduction Fee to the Agency, subject to the terms and conditions of this Agreement.

3.2 The Agency will use reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client notifies to the Agency. The Agency does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.

3.3 The Agency will:

- 3.3.1 ensure that any Candidate has given his consent for his or her details to be submitted for any vacancy for which they are submitted;
- 3.3.2 at the Client's request supply to the Client copies of:
  - (a) any relevant qualifications or authorisations; and

- (b) any non-confidential references, in the Agency's possession, except where the Agency is not permitted to obtain, verify or disclose them.
- 3.4 By requesting the Agency to Introduce Candidates for a vacancy, the Client authorises the Agency to advertise such a vacancy, but the Agency is not authorised to use the Client's name or any of its logos or trademarks without the Client's prior express written permission. The Client accepts no liability for any advertising, promotional or marketing costs incurred by the Agency.
- 4 Fees and payment**
- 4.1 The Client will pay an Introduction Fee to the Agency in respect of each Candidate Engaged by the Client. The Introduction Fee will be calculated as set out in the Schedule.
- 4.2 The Introduction Fee will become due immediately when a Candidate accepts an offer of employment.
- 4.3 The payment of the Introduction Fees will be made by the Client to the Agency within 7 days of the date of the Agency's invoice.
- 4.4 The Introduction Fee will apply if the Client Engages or re-Engages a Candidate within the period of six months from the date of:
- 4.4.1 the Introduction;
- 4.4.2 the Client's withdrawal of an offer of Engagement Fee;
- 4.4.3 the Candidate's rejection of an offer of Engagement; or
- 4.4.4 the termination of the Engagement  
(whichever is the later).
- 4.5 The Introduction Fee charged for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Agency and Engaged by the Client, a further Introduction Fee will be payable.
- 4.6 The Introduction Fees are for the Introduction of Candidates only and do not include any salary due to any Candidate. Unless the Candidate is self-employed, it is the Client's responsibility to account for any tax and national insurance contributions attributable to the Candidate.
- 4.7 Any charges for advertising, and all other charges, must be agreed separately in writing before the advertisement is placed and will be payable irrespective of whether a Candidate is Engaged.
- 4.8 If, after an offer of employment has been made to a Candidate, the Client withdraws the offer, the Client will be liable for a cancellation fee of 50% of the Introduction Fee.
- 4.9 If, following a Candidate's unsuccessful application to the Client via the Agency either:
- 4.9.1 the Client, without notifying the Agency, Engages that Candidate in any capacity within six months of the Agency's having Introduced a Candidate to the Client, or
- 4.9.2 the Client or the Client's employee, agent or subcontractor refers or Introduces that Candidate to a third party, including an Affiliate of the Client, and that third party Engages the Candidate in any capacity within six months of the Agency's having Introduced a Candidate to the Client,
- then the Client will be liable for an Introduction Fee as set out in the Schedule. Neither the Client nor the third party shall be entitled to a refund of this Introduction Fee in any circumstance.
- 4.10 No rebate of fees shall be made. Should the engagement of a Candidate terminate within a period of 8 weeks (including the Candidate's period of contractual notice whether paid in lieu or not) from the start of the Engagement, Certus shall seek a replacement Candidate on the condition that:
- 4.10.1 the initial Candidate leaves of his/her own volition and not due to any redundancy measures, change in job description or change in work conditions;
- 4.10.2 Certus's invoice has been settled in accordance with this Agreement;
- 4.10.3 the Client has complied with its obligations to the initial Candidate including its obligations under any relevant law;
- 4.10.4 the request is given exclusively to Certus to replace the initial Candidate;
- 4.10.5 the nature of the replacement role is the same as the initial Placement; and
- 4.10.6 Certus is informed in writing that the initial Candidate is no longer to be engaged by the Client within 7 days of their termination date.
- 4.11 Certus offers its replacement guarantee on the initial Candidates placed. It does not offer its replacement guarantee for the replacement Candidate, a Fixed Term Placement or for a Candidate that was originally placed with the Client on a temporary basis.
- 4.12 No additional fees will be payable by the Client in relation to a replacement Candidate, however if the Salary Package of the replacement Candidate increases from the initial Candidate, the invoiced amount will be adjusted accordingly.
- 4.13 The replacement guarantee will be valid for a period of 3 months from the date of termination of the initial Candidate, after which Certus is not obliged to offer such guarantee or continue to seek a replacement candidate.
- 4.14 All amounts stated are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.
- 4.15 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then the Agency will be entitled:
- 4.15.1 to charge interest on the outstanding amount at the rate of 8% a year above the base lending rate of The Bank of England, accruing daily;
- 4.15.2 to require the Client to pay, in advance, for any Recruitment Services (or any part of the Recruitment Services) which have not yet been performed; and
- 4.15.3 not to perform any further Recruitment Services (or any part of the Recruitment Services).
- 4.16 When making a payment the Client will quote relevant reference numbers and the invoice number.
- 5 Client's obligations and acknowledgments**
- 5.1 The Client acknowledges and agrees that:
- 5.1.1 by requesting the Agency to carry out an act on its behalf, the Client authorises the Agency to act on the Client's behalf for that purpose; and
- 5.1.2 by requesting the Client to Introduce Candidates for a position, the Client authorises the Agency to advertise that position, subject to the provisions of clause 3.4
- 5.2 When requesting the Agency to Introduce Candidates for a vacancy, the Client will provide to the Agency the following information:
- 5.2.1 the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business;
- 5.2.2 the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;
- 5.2.3 any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
- 5.2.4 the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body;
- 5.2.5 any expenses payable by or to the Candidate;
- 5.2.6 the minimum rate of remuneration, the intervals of payment and any other benefits;
- 5.2.7 the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment;
- 5.2.8 whether the Client intends to engage the Candidate otherwise than as an employee on a contract of service;
- 5.2.9 whether the vacancy entails caring for or attending one or more vulnerable persons, including persons under the age of 18 and/or any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention
- 5.3 The Client will satisfy itself as to the suitability of any Candidate for the vacancy for which the Candidate has been Introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
- 5.3.1 take up and verify references relating to the Candidate's qualifications, skills, character and experience;
- 5.3.2 check the validity of the Candidate's qualifications;
- 5.3.3 ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;
- 5.3.4 obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom; and
- 5.3.5 ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 5.4 The Client will notify the Agency immediately on the occurrence of the first of the following events:
- 5.4.1 a Candidate accepts an offer of employment from the Client; or

- 5.4.2 the commencement of an Engagement by a Candidate.
- 5.5 By agreeing to Engage or make use of a Candidate in any way, the Client will be liable for the Introduction Fee.
- 5.6 If the Client effectively Introduces any Candidate to any third party, whether directly or indirectly, including any Affiliate of the Client, and that Introduction results in an Engagement of the Candidate by that third party, the Client will:
- 5.6.1 immediately notify the Engagement to the Agency; and
- 5.6.2 pay to the Agency an Introduction Fee in accordance with clause 4, unless the Engagement occurs more than [six] months after (1) the Introduction of the Candidate to the Client by the Agency, or (2) the date of the Candidate's last interview with the Client, whichever is the later.
- 5.7 The Client undertakes not to employ or seek to employ any member of the Agency's staff or in any way solicit away from the Agency any member of its staff. If any member of the Agency's staff nevertheless is employed or engaged by a Client or a third party introduced to that person by the Client (and whether on a permanent or temporary basis and whether under a contract of employment or services) within six months of that person leaving the Agency's employment, the Client will pay a fee equal to 50% of annual remuneration to the Agency as if that member of staff had been Introduced to the Client by the Agency.
- 5.8 The Client:
- 5.8.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client if it Engages that Candidate to fill a vacancy; and
- 5.8.2 will inform the Agency immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or the Client.
- 5.9 If the Client is to lend money to the Candidate in order to meet travel or other expenses, the Client will notify the Agency and:
- 5.9.1 will provide the terms of such loan to the Agency; and
- 5.9.2 warrants that the repayment terms of such loan will not require the Candidate to repay a greater sum than the sum lent.
- 6 Confidentiality**
- 6.1 All Introductions are confidential. All work undertaken by the Agency for the Client in respect of the Introduction of a Candidate to the Client will be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of the Agency.
- 6.2 Each Party (**Receiving Party**) will keep the confidential information of the other Party (**Supplying Party**) confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 6.2, and ensure that the Receiving Party's officers, employees and agents meet those obligations.
- 6.3 The obligations of Clause will not apply to any information which:
- 6.3.1 was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
- 6.3.2 is, or becomes, publicly available through no fault of the Receiving Party;
- 6.3.3 is provided to the Receiving Party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure;
- 6.3.4 was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or
- 6.3.5 is required to be disclosed by order of a court of competent jurisdiction.
- 6.4 The obligations in this clause 6 will survive termination of this Agreement for a period of five years.
- 7 Data protection**
- The parties will comply with their respective obligations under the Data Protection Act 2018 or other applicable data protection legislation. In particular, the Agency:
- 7.1 will identify itself in any advertisement for a vacancy;
- 7.2 will inform applicants if it will use the information requested for any purpose that is reasonably to be regarded as unusual;
- 7.3 will, if before an Introduction is made the Client so requests, provide the Client with anonymised details of Candidates, and before providing full details of the Candidates to the Client, will inform the Candidate of the Client's name and any uses that the Client might make of the information received that is reasonably to be regarded as unusual; and
- 7.4 will, if no request as set out in clause 7.3 is made, before providing the Client with full details of the Candidates, inform the Candidate of the Client's name and any uses that the Client might make of the information received that is reasonably to be regarded as unusual.
- 8 Warranties, liability and indemnities**
- 8.1 The Client accepts and agrees that the Agency gives no warranty as to the suitability of any Candidate for any vacancy.
- 8.2 The Agency confirms that, in introducing any Candidate to the Client, it is not aware of anything which will cause any detriment to the interests of that Candidate or the Client if the Client Engages the Candidate to fill a vacancy except as notified to the Client.
- 8.3 Neither the Agency nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by the Client of a Candidate, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of the Agency. In particular, but without limiting the generality of the foregoing, the Agency will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:
- 8.3.1 any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client;
- 8.3.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
- 8.3.3 any loss, injury, damage, expense or delay suffered by a Candidate.
- 8.4 Except in the case of death or personal injury caused by the Agency's negligence, the liability of the Agency under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Introduction Fee(s) paid or due to be paid by the Client to the Agency under this Agreement. The provisions of this clause 8.4 will not apply to clause 8.6.
- 8.5 Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 8.5 will not apply to clause 8.6.
- 8.6 The Client will indemnify and hold harmless the Agency from and against all claims and losses arising from loss, damage, liability, injury to the Agency, its employees and third parties, by reason of or arising out of:
- 8.6.1 any loss, injury, expense or delay suffered or incurred by a Candidate, however caused, and/or
- 8.6.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise, that arises directly or indirectly out of or in any way connected with arising out of or in any way connected with the Introduction, Engagement or use of a Candidate, the withdrawal by the Client of a vacancy, any information supplied by the Client to the Agency or the Client's breach of these Terms and Conditions. Claims will mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise), and Losses will mean all losses including, without limitation, financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 8.7 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.
- 9 Termination**
- 9.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice to the other Party (Other Party):
- 9.1.1 if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 21 days, the breach is not remedied within 21 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or

- 9.1.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- The notice will take effect as specified in the notice.
- 9.2 On termination of this Agreement, the Client will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Agency for the performance of the Recruitment Services prior to the date of termination.
- 10 General**
- 10.1 Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.
- 10.2 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.
- 10.3 Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.
- 10.4 This Agreement contains the whole agreement between the Parties in respect of the provision of Recruitment Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 10.5 No failure or delay by the Agency in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 10.6 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 10.7 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 10.8 No Party will issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party will be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.
- 11 Interpretation**
- 11.1 In this Agreement unless the context otherwise requires:
- 11.1.1 words importing any gender include every gender;
- 11.1.2 words importing the singular number include the plural number and vice versa;
- 11.1.3 words importing persons include firms, companies and corporations and vice versa;
- 11.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 11.1.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 11.1.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 11.1.7 the headings to the clauses paragraphs of and schedules to this Agreement are not to affect the interpretation;
- 11.1.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 11.1.9 where the word 'including' is used in this Agreement, it will be understood as meaning 'including without limitation'.
- 12 Notices**
- 12.1 Any notice to be given under this Agreement will be in writing and will be sent by first class mail to the address of the relevant Party at their registered office or the last known principal place of business (if the Party is not a corporate entity).
- 13 Applicable law and jurisdiction**
- 13.1 The validity, construction and performance of this Agreement is to be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.
- 14 Third parties**
- 14.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## SCHEDULE 1 - INTRODUCTION FEE

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1. The Introduction Fee payable is calculated by applying the appropriate percentage shown below to the Candidate's total first year's remuneration. The total first year's remuneration means all emoluments together with all benefits that are to form part of the Candidate's annual gross taxable pay (ie the gross emoluments and benefits to be paid over 12 months before applying any exemptions, allowances or deductions for income tax purposes, including any performance-related or other bonuses), including, where a car or car allowance is provided, the sum of £6,000 or the car allowance, whichever is the greater.
2. If the Candidate's total first year's remuneration is less than £39,999, the Introduction Fee payable will be 25% of the total first year's remuneration. If the total first year's remuneration is £40,000 or more, the Introduction Fee payable will be 30% of the total first year's remuneration subject to a minimum fee of £4,000. VAT will be charged in addition.
3. If the Candidate is Engaged on a fixed-term contract of six months or less, the Introduction Fee payable will be 50% of what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly. If the Candidate is Engaged on a fixed-term contract of between six and 11 months, the Introduction Fee payable will be calculated on a pro-rata basis of what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly.