

CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

1. DEFINITIONS

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

“Applicant”	means (i) a person whose details (being a curriculum vitae and/or other identifying information) are provided to the Client directly or indirectly by the Employment Agency, including any officer or employee or agent of the Applicant if the Applicant is a limited company and/or (ii) members of the Employment Agency’s own staff;
“Client”	means the person; firm or corporate body together with any associate of that person, firm or corporate body as defined by section 1152 of the Companies Act 2006 to which the Applicant is introduced;
“Employment Agency”	means Senitor Associates Limited, a company incorporated in England under number 3836767 and whose registered office is at 3 Mellor Road, Cheadle Hulme, Cheshire, SK8 5AT;
“Engagement”	means the engagement, employment or use of the Applicant, by the Client (or by any third party to whom the Client has Introduced an Applicant), on a permanent or temporary basis, whether under a contract of service or for services, under an agency, licence, franchise or partnership agreement or any other engagement, directly or through a limited company of which the Applicant is an officer or employee and in any case whether paid or unpaid. “Engaged” shall be construed accordingly;
“Introduction”	means (i) the Client’s interview of an Applicant in person or by telephone following the Client’s instruction to the Employment Agency to search for an Applicant where the Applicant is subsequently Engaged (whether or not the Employment Agency is the effective cause of the Engagement) and/or (ii) the provision to the Client, directly or indirectly, of a curriculum vitae and/or information which identifies the Applicant where the Applicant is subsequently Engaged (whether or not the Employment Agency is the effective cause of the Engagement) and/or (iii) the provision by the Client to a third party, directly or indirectly, of a curriculum vitae and/or information which identifies the Applicant where the Applicant is subsequently Engaged (whether or not the Client is

the effective cause of the Engagement). “Introduced” shall be construed accordingly;

“Party”

means the Client and/or the Employment Agency, as the case may be, and “Parties” shall be construed accordingly.

“Relevant Period”

means the period of 12 months from the latest to occur of: (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Employment Agency to search for an applicant; (ii) the passing to the Client, directly or indirectly, of a curriculum vitae or information which identifies the Applicant; (iii) the last discussion between the Employment Agency and the Client relating to the Applicant; and (iv) the rejection by the Client of the Applicant;

“Remuneration”

includes base salary or fees, guaranteed increases and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client or any third party. Company cars provided to candidates introduced by the Employment Agency will be assessed as Remuneration at the rate of £4,000 exc. VAT.

- 1.2. Unless the context requires otherwise, references to the singular include the plural.
- 1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Employment Agency and the Client for the supply of staff to be engaged directly by the Client and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of an Applicant, or the passing by the Client of any information about the Applicant to any third party following an Introduction.
- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Agency and the Client and 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.

3. NOTIFICATION AND FEES

3.1. The Client agrees:

- a) To notify the Employment Agency immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify the Employment Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Employment Agency; and
- c) To pay the Employment Agency's fee within 7 days of the date of invoice.

3.2. Notwithstanding clause 3.5 c) no fee is incurred by the Client until the Applicant commences the Engagement.

3.3 The Employment Agency reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 1.5% per calendar month or part thereof on overdue payments.

3.4 An Introduction fee calculated in accordance with clause 3.5 or 3.7 will be charged and payable in relation to any Applicant Engaged within the Relevant Period subsequent to an Introduction by or through the Employment Agency (whether directly or indirectly and whether or not the Employment Agency is the effective cause of the Engagement). For the avoidance of doubt, (and without limitation), the use by the Client of any social media or other internet or web-based technologies for the purposes of recruiting or satisfying itself as to the suitability of Applicants shall not affect the Client's obligation to pay the introduction fee where there has been an Introduction of the Applicant by the Employment Agency.

3.5

- a) The fee payable to the Employment Agency by the Client in the event of an Engagement within the Relevant Period is calculated in accordance with the below Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee at the then current rate. The fee is based on the Applicant's full annual Remuneration and is payable regardless of the length of the Engagement. If the Engagement is for less than 12 months, the fee shall be calculated by ascertaining what the yearly Remuneration would have been had the Engagement been for 12 months by dividing the amount to be paid by the number of days to be worked and then multiplying by 260. Where the Engagement is on a part time basis, the fee will be calculated on the basis of a full time position working 37.5 hours per week.

Applicant's yearly Remuneration on appointment	Employment Agency's fee exc. VAT
£0 to £19,999.99	20% annual Remuneration
£20,000 to £24,999.99	22.5% annual Remuneration
£25,000 to £29,999	25% annual Remuneration
£30,000 and above	30% annual Remuneration

- b) In all cases there shall be a minimum fee of £4,000. VAT will be charged on the fee at the then current rate.

- c) If, after an offer of Engagement has been accepted by an Applicant, the Client withdraws the offer, the Client will be liable to pay the Employment Agency a cancellation fee of £2,000 + VAT.
- 3.6 If the Client subsequently Engages or re-Engages the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.5 above becomes payable.
- 3.7 Where the actual Remuneration is not known, the Client shall pay the Employment Agency a sum equal to three times the fee, calculated in accordance with clause 3.5 regardless of any special terms agreed, based upon the salary specification provided by the Client and, in the absence of which, the prevailing market rate for that position.
- 3.8 Any special terms agreed, e.g. discounted rates, are subject to the Employment Agency receiving written notification prior to the commencement of the Engagement of an Applicant by the Client and the invoice being paid within the 7 days stated. Otherwise fees will be subsequently charged as per clause 3.5 regardless of any special terms agreed.

4. REBATES

- 4.1. In order to qualify for the following rebate, the Client must pay the Employment Agency's fee within 7 days of the date of invoice and must notify the Employment Agency in writing of the termination of the Engagement within 7 days of its termination.

If the Engagement terminates before the expiry of 8 weeks (except where the Applicant is made redundant) from the commencement of the Engagement or (if the Engagement commences on a day other than a Monday) the immediate preceding Monday; then provided the Client notifies the Employment Agency in writing within 7 days of such termination and the account has been settled in full in accordance with clauses 3.1 (c) and 3.5, the Employment Agency shall pay the Client a rebate calculated at 12.5% of the fee charged by the Employment Agency for each remaining calendar week the candidate was not Engaged during the 8 week period.

- 4.2. In circumstances where clause 3.6 applies the full fee stated in clause 3.5 is payable and there shall be no entitlement to a rebate.

5. INTRODUCTIONS

- 5.1. Introductions of Applicants are confidential. Where a third party Engages an Applicant within the Relevant Period after a direct or indirect disclosure by the Client to that third party of any details regarding an Applicant Introduced by the Employment Agency (whether or not the disclosure is the effective cause of the Engagement) the Client is liable to payment of the Employment Agency's fee as set out in clause 3.5 or 3.7 with no entitlement to any rebate.
- 5.2. In the event that any employee of the Employment Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the Employment Agency's employment, the Client shall be liable to pay an introduction fee to the Employment Agency in accordance with clause 3.5.

6. SUITABILITY AND REFERENCES

- 6.1. The Employment Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 6.2. At the same time as proposing an Applicant to the Client the Employment Agency shall inform the Client of such matters in clause 6.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 6.3. The Employment Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 6.4. The Employment Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 6.5. Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Employment Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 6.6. To enable the Employment Agency to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above the Client undertakes to provide to the Employment Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant 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 Applicant 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 Applicant would be entitled to give and receive to terminate the employment with the Client.

7. SPECIAL SITUATIONS

- 7.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who

have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Employment Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

8. LIABILITY

8.1 The Employment Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Employment Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Employment Agency to introduce any Applicant. For the avoidance of doubt, the Employment Agency does not exclude liability for death or personal injury arising from its own negligence.

9. GENERAL

9.1 a) If any provision or part-provision of these Terms of Business is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void, invalid or unenforceable and it shall be binding in that changed or reduced form.

(b) If such modification under Clause 9.1a) is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 9.1 shall not affect the validity and enforceability of the rest of these Terms of Business.

10. DATA PROTECTION

10.1. Each Party shall, when processing Personal Data under or in connection with these Terms, at all times comply with all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to: the Data Protection Act 2018; UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (together "Applicable Data Protection Laws"). For the purposes of this clause 10, the expressions "personal data", "data controller", "data processor" and "data subject" shall have the meaning defined in Applicable Data Protection Laws.

10.2. Each Party acknowledge that it will need to share certain Personal Data relating to its own employees and personnel and candidates ("Shared Personal Data") in order for the Parties to perform obligations and exercise rights under these Terms ("Agreed Purposes"). The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause ("Agreed Purposes"). The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

10.3 The Parties acknowledge and agree that each Party acts as a data controller in its own right with respect to its processing of Personal Data in connection with the provision and receipt of services under these Terms. Each Party, as data controller, may disclose Personal Data to the other Party, as data controller, under these Terms, on the terms of this clause 10.

- 10.4 Each Party is, as data controller, responsible (i) for providing all necessary notices to individuals and data subjects included within Shared Personal Data, including where applicable its employees, officers and representatives and Candidates to the extent that their Personal Data is required to be disclosed to, or processed by, the other Party in connection with these Terms; and (ii) for ensuring that in respect of such Personal Data, it has a valid processing ground under Applicable Data Protection Laws to share their personal data with the other Party.
- 10.5 The privacy policy of the Employment Agency can be found at <https://www.senitor.com/privacypolicy/>.
- 10.6 Each Party warrants and undertakes that it has in place and will maintain appropriate operational and technological processes and procedures to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of Personal Data.
- 10.7 The Parties each agree to provide such assistance as is reasonably required to enable the other Party to comply with requests from data subjects (within Shared Personal Data shared with the other Party) to exercise their rights under the Applicable Data Protection Laws.
- 10.8 Each Party shall not retain or process Shared Personal Data received from the other Party for longer than is necessary to carry out the Agreed Purposes. Notwithstanding the foregoing, each Party shall continue to retain Shared Personal Data in accordance with and required by any applicable statutory or professional retention periods.

11. LAW

- 11.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.