



TERMS OF BUSINESS FOR THE INTRODUCTION OF CANDIDATES FOR EMPLOYMENT (CLIENT/AGENCY)

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

- “the Agency”** means PR Moves Limited (trading as Career Moves Group) of 3rd Floor, 49 Carnaby Street, London W1F 9PY, acting as an employment agency as defined by section 13(2) of the Employment Agencies Act 1973 (as amended).
- “Candidate”** means a person Introduced by the Agency to the Client for an Engagement. Where the person Introduced is a limited company, the term “Candidate” shall include any officer, employee or other representative of the Candidate. For the avoidance of doubt, the term “Candidate” shall also include any employee of the Agency with whom the Client has dealt during the course of the provision of services by the Agency to the Client.
- “Client”** means the person, firm or corporate body (together with any subsidiary or associated company as defined by the applicable Companies Act legislation) to which a Candidate is Introduced.
- “Engagement”** means the engagement, employment or use of the Candidate by the Client or any third party on a permanent or fixed term 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 Candidate is an officer, employee or representative and “Engages” or “Engaged” shall be construed accordingly.
- “Introduction”** means the passing to the Client by whatever means of a curriculum vitæ or information which identifies a Candidate; and “Introduces” and “Introduced” shall be construed accordingly. For the avoidance of doubt, where a Client accesses information which identifies an Agency Worker or otherwise contacts an Agency Worker by means of or using the profile of any representative of the Agency which appears on any social media network (including but not limited to Facebook or LinkedIn) such action shall constitute an Introduction of the Agency Worker to the Client by the Agency.
- “Remuneration”** means monetary sums including but not limited to base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, a car allowance and all other payments payable to or receivable by the Candidate as a result of an Engagement.

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 Agency and the Client and are accepted by the Client upon signature and return of the Terms by the Client to the Agency, or in the event that Client fails to sign and return the Terms, are deemed to be accepted by the Client upon the Introduction of a Candidate.

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the 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 agreed between the Agency and the Client. The details of any variation shall be notified to the Client by the Agency in writing as soon as reasonably practicable and such document shall state the date on or after which such varied terms shall apply.

3. OBLIGATIONS OF THE CLIENT

3.1 The Client agrees:

- 3.1.1 To notify the Agency immediately of any offer of an Engagement which it makes to a Candidate;
- 3.1.2 To notify the Agency immediately that its offer of an Engagement to a Candidate has been accepted and to provide details of the Remuneration or such other documentation relating to the offer or the Engagement as the Agency shall request, to the Agency;
- 3.1.3 To notify the Agency immediately of any withdrawal of an offer by the Client or withdrawal of acceptance by the Candidate;
- 3.1.4 To provide the Agency a list of its existing employees, licensees, franchisees and partners (whether individual or corporate), within 7 days of request in writing by the Agency; and
- 3.1.5 To pay the Agency’s fee within 28 days of the date of invoice.

4. STANDARD FEES

4.1 A fee is payable by the Client to the Agency, to be calculated in accordance with clause 4.2 or, if appropriate, clause 4.3, if the Candidate accepts an offer of an Engagement, whether such offer is conditional or not. The fee is payable whether or not the Client notifies the Agency in accordance with clause 3.1, whether or not another person or organisation purported or purports to introduce the Candidate to the Client, whether or not the Candidate actually commences the Engagement and whether or not the Introduction is the effective cause or an effective cause or no effective cause of the Engagement or of the offer of Engagement. The Agency will render an invoice to the Client for its fees upon the actual start date of the Engagement or otherwise in accordance with clause 5.1 below. VAT at the prevailing rate will be charged on all fees.

4.2 In the event that the Engagement is for an indefinite term, the fee payable to the Agency by the Client pursuant to clause 4.1 is an amount equal to a percentage of the Remuneration in the first year of the Engagement as set out below:

4.2.1 In respect of support roles (by way of example only, secretarial, administrative or office management roles):

Amount of Remuneration	Fee percentage
Up to £17,999	15%
£18,000 to £23,999	17.5%
£24,000 or more	20%

4.2.2 In respect of specialist division roles (by way of example only, Media, Public Relations, Finance or Human Resources professionals roles):

Amount of Remuneration	Fee percentage
Up to £19,999	17.5%
£20,000 to £24,999	20%
£25,000 to £34,999	22.5%
£35,000 or more	25%

4.3 In the event that the Engagement is for a fixed term of less than 12 months, the fee payable pursuant to clause 4.1 is an amount equal to the percentage of the Remuneration which would be payable to the Candidate if the Candidate was employed for a full year (as set out in clause 4.2 above), pro rated by reference to the period of the Engagement as a proportion of a year. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 6 calendar months from the date of termination of the first Engagement or any subsequent Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable during the second or any subsequent Engagement period unless otherwise agreed between the parties.

4.4 Where the value of Remuneration is not known, the Agency will charge its fee calculated in accordance with clause 4.2 or 4.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and

having regard to any information supplied to the Agency by the Client and/or comparable positions within the market generally.

- 4.5 The Client shall also be liable to pay agreed expenses of the Agency, for example advertising costs.
- 4.6 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 28 days from the date of the Agency's invoice at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

5. REFUNDS

- 5.1 In order to qualify for the following refund, the Client must pay the Agency's fee within 28 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 14 days of its termination.
- 5.2 If the Engagement terminates before the expiry of 8 weeks from the actual start date of the Engagement (except where the Candidate is made redundant, or the Engagement is terminated due to ill health or injury, internal reorganisation or restructuring, or in connection with pregnancy) the fee may be partially refunded in accordance with the following provisions:-

Period in which termination of Engagement occurs	Fee to be Refunded
Week 1	100%
Week 2	90%
Week 3	80%
Week 4	60%
Week 5	50%
Week 6	40%
Week 7	20%
Week 8	10%
Beyond week 8 of the Engagement	No refund

- 5.3 For the purposes of this clause 5, the date of termination of the Engagement shall be the date on which the Candidate ceases to work.

6. CANCELLATION FEE

- 6.1 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a fee calculated in accordance with clauses 4.2 or 4.3 based on the Remuneration offered in respect of the Engagement plus VAT at the prevailing rate, if applicable. The Agency will be entitled to render its invoice for its fee at any time after notification of withdrawal.

7. FEES: ENGAGEMENT BY A THIRD PARTY OR ENGAGEMENT OF AGENCY STAFF

- 7.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate Introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 4.1 with no entitlement to any refund.
- 7.2 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clauses 4.1 and 4.2 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.
- 7.3 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the employment of the Agency, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 4.1.

8. SUITABILITY AND REFERENCES

- 8.1 The Agency endeavours to ensure the suitability of any Candidate introduced to the Client by (i) confirming that the Candidate is willing to work in the position; (ii) by taking reasonably practicable steps to ensure that the Client and Candidate are aware of any requirements imposed by law

or any professional body to enable the Candidate to work in the position which the Client seeks to fill; and by taking reasonably practicable steps to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.

9. FURTHER OBLIGATIONS OF THE CLIENT: SUITABILITY

- 9.1 Notwithstanding clause 8 above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Agency before engaging such Candidate. 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 Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 9.2 To enable the Agency to comply with its obligations under clause 8 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate to commence the Engagement, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client; or any other information required by law.

10. LIABILITY

- 10.1 The 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 Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate or, so far as any such exclusion of liability is lawful, from any contravention of the Conduct of Employment Agencies and Employment Businesses Regulations 2003. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.
- 10.2 For the avoidance of doubt, the Agency has no authority to enter into a contract with a Candidate on behalf of the Client, or with the Client on behalf of the Candidate.

11. PERSONAL INFORMATION AND DATA PROTECTION

- 11.1 All information relating to a Candidate is confidential and subject to the Data Protection Act 1998 and the Client warrants that it has complied, and undertakes to continue to comply with the provisions of the Data Protection Act 1998. Any such information must not be used for any purpose other than in relation to the consideration and recruitment of a Candidate for an Engagement. Such information must not be divulged to any third party. The Client hereby indemnifies the Agency in respect of damages, costs or any other liabilities in the event of breach by the Client of any provision of the Data Protection Act 1998.
- 11.2 The Client also warrants that it has kept and undertakes to continue to keep any and all confidential information relating to the Agency confidential and that it has not and will not disclose it to a third party, except insofar as it is legally required to do so or where such information is already in the public domain. The Client hereby indemnifies the Agency in respect of damages, costs or any other liabilities in the event of breach by the Client of any obligations of confidentiality.

12. EQUAL OPPORTUNITIES

- 12.1 The Agency does not discriminate on any grounds, whether race, sex, sexual orientation, gender reassignment, disability, age, religion, philosophical belief or other characteristics protected by the Equality Act 2010. To that end, the Client also warrants that it complies with its obligations under the Equality Act 2010, including, but not limited to in the advertising of jobs; its candidate specifications; in the assessment of any Candidate; or in the application of its recruitment and selection processes; and will not instruct the Agency to discriminate on its behalf unlawfully. The Client indemnifies the Agency in respect of damages, costs or any other liabilities in the event of breach by the Client of the provisions of the Equality Act 2010.

13. BRIBERY ACT 2010

13.1 The parties warrant that each does not know or suspect of any grounds for believing that it engages in any activities prohibited by the Bribery Act 2010 and indemnifies the other in respect of damages, costs or any other liabilities caused by any breach by it of any relevant provisions under the Bribery Act 2010. For the avoidance of doubt, neither party will offer and neither party will accept any bribe, unorthodox or unauthorised payment or inducement of any kind. The Agency will report any such offers made to it.

14. SEVERABILITY

14.1 If any of the provisions herein are found to be unenforceable, such provision shall be severed from the remaining terms, which continue to be valid to the extent permitted by the law.

15. LAW

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