

# TERMS AND CONDITIONS OF BUSINESS

## IMPORTANT NOTICE

THESE TERMS GOVERN THE RELATIONSHIP BETWEEN PURE SLECTION LIMITED AND THE CLIENT. THE CLIENT IS STRONGLY ADVISED TO READ THESE TERMS AND THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 3, 6 AND 8 WHICH DETAIL THE CIRCUMSTANCES IN WHICH OUR FEES ARE PAYABLE AND THE AMOUNT OF OUR FEES. ATTENTION IS ALSO DRAWN TO CLAUSE 12 RELATING TO OUR LIABILITY.

## SCHEDULE

In this Agreement, the following terms have the following meanings:

- a) **Annual Remuneration:** The gross annual remuneration of the Candidate for the first 12 calendar months from the Start Date. The Gross annual remuneration is made up of any basic salary, any inducement payments, any bonuses and commission, allowances (including Vehicles or car allowances (which shall be valued at £3,000 for the purposes of the Annual Remuneration calculation) and any other taxable payments or benefits provided or made available to the Candidate which form part of their total remuneration package.
- b) **Candidate:** a person Introduced by Us to You to be considered by You for Engagement.
- c) **Engagement/Engaged:** the employment, engagement or other use, directly or indirectly, by You of a Candidate on a permanent, temporary or other basis, whether under a contract of employment or service or contract for services, self-employed and persons working on a commission only basis or by association or under an agency, licensee, franchise, partnership agreement or otherwise.
- d) **Fee/Our Fee:** the fee payable to Us by You as a result of an Engagement pursuant to these Terms.
- e) **Interview:** a face-to-face meeting (in person or by video link) or a telephone conversation between You and a Candidate.
- f) **Introduction/Introduce/Introduced:** directly or indirectly introducing a Candidate to You by way of CV (including an anonymised CV with a Candidate number) or profile or other identification, arranging an Interview, meeting or referral.
- g) **Re-Introduced/Re-Introduces:** where the Candidate is introduced to you once again, following Our Introduction, through any other recruitment agency, any other party (including any social media platform such as LinkedIn), You contacting the Candidate directly or indirectly and/or the Candidate contacting you directly or indirectly. For the avoidance of doubt, the Candidate contacting you includes the Candidate replying to or applying for any job vacancy you have or have advertised on any website, social media or other medium.
- h) **Special Term/s:** any terms agreed by Us in writing which are additional to, or a variation of, these Terms.
- i) **Start Date:** the date on which the Candidate commences the Engagement with You which shall be deemed to include any induction, onboarding, training, probation period and any other similar initial attendance or contact between the Candidate and You.
- j) **Terms/Agreement:** the terms and conditions of business between Us and You comprising the terms set out in this document including the Schedule.
- k) **Through No Fault By You:** If, and only if, one of the following circumstances applies:
  - the Candidate quits and/or hands in their notice (so long as it is not a result of You breaching your contract of employment with the Candidate or having misrepresented the terms or working conditions of Engagement to the Candidate);
  - You terminate the Candidate's Engagement due to the Candidate's manifest unsuitability for the Engagement, dishonesty, failing to attend the Engagement with You for a period of seven days or more (not including days where they are ill or otherwise incapacitated) and/or criminal conduct.

- l) **Vehicle:** any type of vehicle provided by You to the Candidate which the Candidate is able to use to travel to and from home and work (whether or not the Candidate is allowed to use the Vehicle for personal use and regardless of whether such use constitutes a taxable benefit).
- m) **We/Us/Our:** **PURE SELECTION LIMITED** (company number: **13259743**). Registered office: 1633 Parkway, Whiteley, Fareham, Hampshire PO15 7AH.
- n) **You/Your/the Client:** A person, firm, company or any associated person, firm or company to whom We Introduce a Candidate.

## **1. INCORPORATION OF THESE TERMS**

- 1.1 All and any business relating to permanent recruitment services undertaken by Us is transacted subject to these Terms, all of which shall be incorporated in any agreement between Us and the Client. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly agreed otherwise in writing by one of Our directors or other authorised representative.
- 1.2 These Terms supersede all previous terms and conditions of business between Us and the Client in respect of the subject matter of these Terms whether written, oral or implied.
- 1.3 Without prejudice to any other method by which these Terms shall be incorporated in a contract between the parties, You shall be deemed to have agreed and accepted these Terms upon whichever of the following first occurs:
  - 1.3.1 You replying to Us in response to Our Introduction of a Candidate, requesting further information about or an Interview with a Candidate or otherwise indicating Your wish to receive Our services; or
  - 1.3.2 You contacting, Interviewing or Engaging a Candidate following Our Introduction of a Candidate.

## **2. DEFINITIONS AND INTERPRETATION**

- 2.1 Each term starting with a capital letter and not defined elsewhere in these Terms has the meaning as defined in the Schedule to these Terms, which forms part of this Agreement.
- 2.2 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.
- 2.3 Where the context permits, words denoting:
  - 2.3.1 persons shall include bodies corporate and unincorporated associations of persons;
  - 2.3.2 the singular include the plural and vice versa; and
  - 2.3.3 one gender shall include any gender.
- 2.4 The headings in these Terms are for ease of reference only and shall not affect their interpretation.

## **3. INTRODUCTIONS**

- 3.1 Subject always to clause 3.2, the Client agrees that Our Introduction will be deemed the effective cause of any Engagement and Our Fee will be payable by the Client unless the Client has notified Us in writing (and provided satisfactory evidence) within 7 days of the relevant Introduction that:
  - 3.1.1 the Candidate is already known to the Client and/or has already been introduced to the Client by another recruitment agency or business (with the Candidate's consent) within the 3 calendar months prior to Our Introduction; and

3.1.2 the Client has been in contact with the Candidate regarding vacancies and/or potential employment within the 3 calendar months prior to the relevant Introduction.

3.2 If the Client has requested or agreed to an Interview with the Candidate arranged by Us (regardless of whether the Interview ultimately takes place), the Client agrees that We will be deemed the effective cause of any Engagement and Our Fee will be payable even if the Client has complied with clauses 3.1.1 and 3.1.2.

#### **4. CONFIDENTIALITY**

4.1 Introductions of Candidates and any CV or related information that We supply to the Client are confidential and should not be disclosed to any other person without Our prior written consent.

4.2 If the Client decides not to Engage a Candidate We have introduced, the Client shall immediately remove, delete or otherwise permanently destroy all Candidates' CV and related information. The Client also undertakes to comply with all General Data Protection Regulations and related privacy laws regarding the Candidate's personal information.

#### **5. NOTIFICATION OF OFFERS, ENGAGEMENT AND ANNUAL REMUNERATION**

5.1 The Client shall notify Us in writing within 3 working days:

5.1.1 of any offer of an Engagement (confirming the Annual Remuneration offered) which the Client makes to a Candidate; and

5.1.2 of the Candidate's acceptance of an offer of Engagement (confirming the agreed Annual Remuneration and Start Date).

5.2 In any case, the Client shall notify Us of the Candidate starting an Engagement (confirming the Annual Remuneration and Start Date) by no later than the date on which the Candidate commences the Engagement.

#### **6. INTRODUCTION FEES AND PAYMENT TERMS**

6.1 Our Fee becomes payable by the Client for the Introduction of a Candidate resulting in an Engagement (whether in the capacity for which We Introduced the Candidate or any other capacity) by the Client within 12 calendar months following Our last Introduction of the Candidate.

6.2 Introductions by Us are confidential and if the Client or any representative, employee or agent of the Client refers the Candidate to any other person, firm or corporation (collectively "Third Party") within 12 calendar months of Our last Introduction resulting in the Third Party Engaging the Candidate, then Our Fee will become payable by the Client as though the Client themselves had Engaged the Candidate.

6.3 Our Fee becomes payable in full immediately upon the Engagement of the Candidate by the Client (or by a Third Party where clause 6.2 applies).

6.4 Unless otherwise agreed by Us in writing, payment terms are strictly 14 days from and including the Candidate's Start Date. We shall raise an invoice as soon as reasonably practicable but the Client's liability to pay Our Fee is not dependent upon Us first issuing an invoice.

6.5 If, after Our Introduction the Candidate is Re-introduced to You by any other party, or Re-introduces themselves to You, or You contact the Candidate directly or indirectly, resulting in an Engagement within 12 calendar months following Our last Introduction of the Candidate then Our Fee shall still be payable by You.

- 6.6 Unless otherwise agreed by Us in writing Our Fee shall be calculated in accordance with the scale below:

| <b>Annual Remuneration</b> | <b>Our Fee</b> |
|----------------------------|----------------|
| £0 – £9,999                | 15%            |
| £10,000 – £14,999          | 17.5%          |
| £15,000 – £19,999          | 20%            |
| £20,000 – £24,999          | 22.5%          |
| £25,000 +                  | 25%            |

- 6.7 A minimum fee of £5,000 will be payable by the Client for any Candidate who is Engaged on a contracting, self-employed or other form of Engagement whereby there is no fixed Annual Remuneration such that the above Fee scale cannot be applied. If however the Candidate is subsequently Engaged on the basis of fixed Annual Remuneration within 12 calendar months of Our last Introduction We shall be entitled to Our Fee pursuant to clause 6.6 (less any Fee You have previously paid under this clause 6.7).
- 6.8 Our Fee is subject to Value Added Tax at the prevailing rate.

## **7 LATE PAYMENT**

- 7.1 If any amount of Our Fee is outstanding after the period for payment set out in clause 6.4 (or such other period as may be agreed in writing) You shall pay to Us:
- 7.1.1 interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (both before and after any judgment) from the due date until the date of payment, which shall be payable by You on demand; and
- 7.1.2 all costs incurred by Us including for the avoidance of doubt all legal costs and related expenses in recovering any outstanding sum from You.

## **8 VARIATION OF THESE TERMS**

- 8.1 Any variation of these Terms (including but not limited to any discounted Fee, extended payment terms, replacement Candidates or other Special Terms) will only be valid if confirmed in writing by one of Our directors or other authorised representative.
- 8.2 Any variation of these Terms (including but not limited to any discounted Fee, extended payment terms, replacement Candidates or other Special Terms) shall be strictly conditional on Your compliance with clauses 5.1 and 5.2 and 6.4.
- 8.3 For the avoidance of doubt, any variation of these Terms including any (including but not limited to any discounted Fee, extended payment terms, replacement Candidates or other Special Terms) shall become null and void, and thereafter these Terms (and Our standard Fee pursuant to clause 6.6) will apply if:
- 8.3.1 You do not notify Us in writing that You have offered the Candidate a position or that the Candidate has accepted Your offer or the Candidate's start date or that the Candidate has commenced the Engagement or the agreed Annual Remuneration, pursuant to clauses 5.1 and/or 5.2, or;
- 8.3.2 the agreed Fee is not received by Us within 14 days of the Start Date (or such other period as may be agreed in writing) pursuant to clause 6.4.

- 8.4 Unless otherwise agreed by Us in writing any discount to Our Fee or other Special Term that we agree renders the rebate provisions in clause 9 null and void, even if the discount or Special Term subsequently becomes null and void pursuant to clause 8.3.

## **9 REBATES**

- 9.1 Subject to clauses 8.4 and 9.2, should a Candidate, having commenced Engagement with You, subsequently leave the Engagement (Through No Fault By You) within the period set out below, We will rebate the following amount of Our Fee:

| <b>Period of Employment</b> | <b>Percentage of Credit</b> |
|-----------------------------|-----------------------------|
| Up to 2 weeks               | 75%                         |
| Not exceeding 3 weeks       | 55%                         |
| Not exceeding 4 weeks       | 45%                         |
| Not exceeding 5 weeks       | 35%                         |
| Not exceeding 6 weeks       | 25%                         |
| Not exceeding 7 weeks       | 15%                         |
| Not exceeding 8 weeks       | 10%                         |

- 9.2 Your entitlement to a rebate pursuant to clause 9.1 is strictly conditional upon:

9.2.1 You requesting a rebate in writing within 7 days from and including the Candidate's last day of employment with You; and

9.2.2 You paying Our Fee by its due date.

- 9.3 If, following the issue of a rebate, You subsequently re-Engage the Candidate within 12 months from the date of Our last Introduction of the Candidate, Our full Fee (or any unpaid balance thereof) shall become immediately payable pursuant to clause 6.6.

## **10 REPLACEMENT CANDIDATES**

- 10.1 To the extent we have agreed a variation to these Terms whereby We will provide a replacement Candidate without further charge if the original Candidate's Engagement is terminated (which for the avoidance of doubt constitutes a Special Term), and unless We expressly agree otherwise in writing, then clause 8.3 shall always apply and in any case We shall only be obliged to:

10.1.1 provide a replacement Candidate if the original Candidate's Engagement is terminated within 1 calendar month from the date on which it commences, and so long as the termination is Through No Fault By You;

10.1.2 use reasonable endeavours to provide a replacement Candidate. For the avoidance of doubt, we will have exercised reasonable endeavours to provide a replacement Candidate notwithstanding you reject them when they are put forward to you in accordance with clauses 10.1.3 and 10.1.4;

10.1.3 provide a replacement Candidate for the same role in which the original Candidate was Engaged (and for the avoidance of doubt if that role is filled elsewhere, or ceases to exist, our obligation to provide a replacement shall cease);

10.1.4 put forward potential replacement Candidates for a period of 30 days from the date the original Candidate's Engagement terminated,

and in any event We shall not be bound to provide a replacement Candidate that results in an Engagement.

10.2 For the avoidance of doubt, if we provide a replacement Candidate pursuant to clause 10.1 who is Engaged but subsequently leaves we shall not be obliged to provide any further replacement.

10.3 If We have agreed to provide a replacement Candidate if the original Candidate's Engagement is terminated and:

10.3.1 We find a replacement for the Candidate and;

10.3.2 You Engage such replacement and;

10.3.3 You subsequently re-Engage (or Engage) the original Candidate for whom We found the replacement, in any capacity within 12 calendar months of the date of termination of that original Candidate's Engagement,

You shall pay to Us Our Fee calculated in accordance with Clause 6.6 for such subsequent re-Engagement of the original Candidate with no entitlement to any Special Terms, discounted fee or rebate.

## **11 SUITABILITY OF CANDIDATES**

11.1 We will use reasonable endeavours to Introduce to You a suitable Candidate (or replacement where applicable) for the position which You seek to fill based on the information provided by You, although We give no warranty as to the suitability of any Candidate We Introduce.

11.2 The parties hereby agree that You are best placed and it is entirely Your responsibility to ascertain the suitability of any Candidate Introduced. You agree and acknowledge Our recommendation that You should make any offer of Engagement subject to receiving satisfactory references, and verify Yourself of any statements made by or on behalf of the Candidate including the Candidate's skills and any other relevant credentials, in particular ensuring that any necessary legal, professional body or other requirements relating to (without limitation) training, qualifications, authorisations, professional certification, medical requirements and immigration status, are satisfied. You also agree and acknowledge that if the Candidate's Engagement does not endure (for any particular period or reason) it will not affect Our entitlement to Our Fee, save as expressly provided for in these Terms.

## **12. OUR LIABILITY**

12.1 We shall not be liable to You for any losses of any kind (whether direct or indirect) suffered or incurred by You arising from or in connection with any Introduction or Engagement, in particular (but without limitation to the foregoing), any Losses arising in connection with:

12.1.1 the failure of any Candidate to meet Your requirements or in their performance or omission of any role or duties you ask of them;

12.1.2 any act or omission of any Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise,

provided that nothing in this Clause excludes or restricts Our liability to You for personal injury or death resulting from Our own negligence nor as otherwise may be prohibited by law.

12.2 You acknowledge that in entering into these Terms You have not relied on any representations, warranties or other assurances by Us other than those expressly set out in these Terms, provided that

nothing in this clause 12.2 shall operate to limit or exclude any liability for fraudulent misrepresentation between Us and You.

**13. SEVERANCE**

13.1 If any provision or any part of these Terms is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:

13.1.1 such provision or part shall to that extent be deemed not to form part of these Terms but the enforceability of the remainder of these Terms shall not be affected;

13.1.2 to the extent permitted by law, Us and You shall negotiate in good faith a replacement to any provision severed under Clause 13.1.1 by a provision which is of similar effect but which is not illegal or unenforceable.

**14. LAW AND JURISDICTION**

This Agreement is governed by and shall be construed in accordance with the laws of England & Wales. The courts of England & Wales shall have exclusive jurisdiction to determine any disputes arising from or in connection with this Agreement.