



Conditions of Business - Permanent Workers

With effect from January 2021

1. Definitions

1.1 In these Conditions the following expressions shall be given the following meanings:

1.1.1 "the Company" – Cavendish Search and Selection Ltd of Kemp House, 152 – 160 City Road London EC1V 2NX

1.1.2 "the Client" - any person, firm, company or organisation who approaches the Company with a view to engaging or otherwise employing an Applicant.

1.1.3 "an Applicant" - a person introduced by the Company to the Client for the purposes of an Engagement.

1.1.4 "Engagement" - the employment or other use, whether under a contract of service or contract for services or otherwise, of an Applicant.

1.1.5 "Month" - means a calendar month.

1.1.6 "Week" - means seven consecutive days.

1.2 In these Conditions words importing the singular shall include the plural and vice versa. The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.

1.3 All and any business undertaken by the Company is transacted subject to these Conditions all of which shall be incorporated in any agreement between the Company and the Client. In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail unless expressly otherwise agreed in writing by a Director of the Company. No variation in these Conditions can be made without the written consent of a Director of the Company.

1.4 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

1.5 The acceptance of a C.V. by or on behalf of the Client or the interviewing of an Applicant by or on behalf of the Client or the acceptance by or on behalf of the Client of services of an Applicant or the commencement by an Applicant of services or work for the Client (whichever first occurs) shall be deemed acceptance of and agreement to these Conditions on the part of the Client.

2. Obligations of the Company

2.1 The Company will use its reasonable endeavours to introduce to the Client a suitable Applicant to carry out work for the Client of such nature as the Client shall notify to the Company when placing its order for an Applicant.

3. Obligations of the Client

3.1 The Client will notify the Company immediately an offer of employment is accepted by an Applicant or otherwise upon the commencement of an Engagement (whichever first occurs). Notwithstanding Condition 2.1, the Client shall satisfy itself (for example, by taking up references) as to the suitability, for the purposes for which the Applicant is required by the Client, of any Applicant before engaging such Applicant. The Client shall provide the Company with full details of:

any risks to health and safety known to the Client and any steps that may have been taken to prevent or control such risks; and any experience, training, qualifications or authorisations including those required by a professional body or by law.

3.2 The Client shall be responsible for obtaining such work and other permits and satisfying any medical requirements or qualifications as may be required by law in relation to the Engagement of an Applicant, save that the Company shall, where the Worker is required by law or any professional body to have any qualifications or authorisations for the position, obtain copies of such qualifications or authorisations or inform the Client it has been unable to do so.

3.3 The Client undertakes not to employ or seek to employ members of the staff of the Company but if any member of such staff accepts an Engagement by the Client within 3 months of such member leaving the employment of the Company, then the Client shall be liable to pay the Company's scale fee as if such member had been introduced by the Company.

3.4 The Client undertakes that in the event of the Client introducing (directly or indirectly) any Applicant to another person, firm, company or organisation, including any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person, firm, company or organisation (which the Client shall immediately notify to the Company) the Client shall pay to the Company an introduction fee in accordance with Condition 4 herein, unless the Engagement occurs more than 6 months after the introduction of the Applicant to the Client by the Company.

4. Fees

4.1 The introduction fee shall become due immediately an offer of employment is accepted by an Applicant or otherwise upon the commencement of an Engagement (whichever first occurs). The introduction fee shall be a percentage of the Applicant's projected remuneration. Remuneration shall be total gross remuneration (including the value of benefits) which would be paid for the first year of employment, or the first year of work under any non-employment contract, to include all payments related to guaranteed bonus and on target earnings. For the avoidance of doubt, where any vehicle or live-in accommodation is provided to the Applicant in any new employment or engagement, the value ascribed to each such benefit shall be no less than would increase the introduction fee by an additional £250 plus VAT. In any event,

4.2 The total introduction fee shall not be less than £3,750.00.

4.3 Subject to 4.2 the introduction fee shall be calculated as follows:

Remuneration Introduction fee as a percentage of remuneration

Minimum salary £25,000 and above: 15% + VAT (Contingency recruitment)

Search & Selection assignment: 20% + VAT (Guaranteed outcome)

Out of work Sector: 2.5% discount on contingency based recruitment fees (Client must specify that they wish to hire from the out of work market at the beginning of the recruitment process to qualify for the discounted rate.

4.4 All monies due hereunder shall be paid by the Client within 7 days of date of invoice by the Company.

4.5 The Company reserves the right to charge interest on invoiced fees overdue by more than seven days at the rate of 2.5% of invoice value for each period of 30 days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after any court judgment.



5. Termination

5.1 In the event of an Applicant terminating and/or the Client lawfully terminating an Engagement within 12 weeks of the date upon which such Applicant commenced work for the Client and provided that: -

- (a) all monies due hereunder have been paid by the Client in accordance with Condition 4;
- (b) such termination is not as a result of redundancy, pregnancy, injury or ill-health;
- (c) the Engagement did not arise as a result of a temporary assignment through the Company;
- (d) the Client serves notice on the Company in writing at its registered office of the termination of the Engagement within 7 days thereof;
- (e) neither the Client nor any subsidiary, associated or holding company shall engage the Applicant within 3 months from the date of the termination of the Engagement; and
- (f) no discount has been agreed to reduce the introduction fee to less than would be due under Condition 4; then provided the Client has adhered to the time limits in this Condition, the Client shall receive a replacement as follows:

Period of employment: Replacement Policy

Up to 26 weeks: Free replacement (Terms do not carry over with replacement)

6. Liability and indemnity

7. 6.1 The Company shall not 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 an Engagement and, in particular, but without limitation to foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with: -

- (a) failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to Condition 5);
- (b) any act or omission of an Applicant, whether willful, negligent, fraudulent, dishonest, reckless or otherwise;
- (c) any loss, injury, damage, expense or delay incurred or suffered by an Applicant; PROVIDED THAT nothing in this Condition 6 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability, any exclusion or limitation of which is prohibited by law.

6.2 In consideration of the Company entering into an agreement with the Client in which these Conditions are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for: - (a) any loss, damage, expense or delay suffered or incurred by an Applicant, howsoever caused; and

(b) any loss, 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 an Applicant, whether willful, negligent, fraudulent, dishonest, reckless or otherwise; PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement.

6.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the fee payable to the Company hereunder and shall accept risk and/or insure accordingly.

8. Notices

7.1 In these Conditions any notices required to be served on the Company or on the Client shall be deemed to be served: -

- (a) if sent by post, on the second business day following the date of posting; or
- (b) if sent by email or facsimile, on the day of transmission if it is a business day or, if it is not, on the next business day.

9. Equal opportunities

8.1 The Company operates equal opportunities policies governing its dealings with employees and with Applicants. Copies of those policies are available from the Company's registered office on request.

10. Non-transferable

9.1 No contract into which these Conditions are incorporated shall be assigned or transferred by the Client without the Company's prior written consent.

11. Data protection

10.1 Client agrees to process any personal data supplied by the Company about Applicants only in connection with an Engagement or potential Engagement and to comply with the provisions of the Data Protection Act 1998 in relation to the processing of such data. The Company may collect, hold and process personal information about the Client for the purpose of carrying out its business of supplying Applicants to the Client. The Company may disclose such personal information to its financiers or third-party agencies for the purpose of obtaining a credit check on the Client. The Client hereby consents, and shall obtain all necessary consents, to the Company processing and disclosing such information for the purposes outlined above.

12. Third party rights

11.1 The parties do not intend any of the Conditions to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. Jurisdiction

12.1 These Conditions and any contract into which they are incorporated shall be subject to English law and the exclusive jurisdiction of the Courts of England.