
CONTENT IMPACT RECRUITMENT AGENCY – TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of Services by the Agency to the Client.

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Agency in writing.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agency”	means Content Impact, 6 th Floor, City Gate East, Tollhouse Hill, Nottingham NG2 5FS, United Kingdom;
“Candidate”	means any person introduced by the Agency to the Client for an Engagement;
“Client”	means any person, firm or company including any associates, subsidiaries, affiliated companies or holding company, associated with the Client entity identified in the Schedule, to whom a Candidate is introduced;
“Confidential Information”	means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; or any other information which is expressly described as confidential;
“Engagement”	means the employment or use, directly or indirectly, of the Candidate by the Client on a permanent or temporary basis, whether under a contract of service or, contract for services, an agency, license, franchise or partnership arrangement or any other engagement by which the Candidate receives monies or reward in return for services performed for the Client;
“Introduction”	an introduction will be deemed to have taken place where the Agency has provided a Client with any information concerning a Candidate, or where a Client interviews a Candidate following an instruction from a Client to locate a Candidate;
“Introduction Fee”	means the relevant percentage of the Remuneration of the Candidate (or any other fixed amount as agreed to between the parties) in relation to the placement of that Candidate by the Company with the Client or the facilitation of an Introduction of the Candidate by the Company to the Client;

“Remuneration”	means the aggregate gross annual emoluments payable to, or receivable by the Candidate pursuant to the Engagement, including salary, payments, bonuses, commission, allowances, profit related pay, car, any signing-on payment or any other financial benefit;
“Retained Introduction”	means the Introduction of a Candidate to the Client by the Agency on the basis of a specific instruction to identify and select a suitable Candidate for the Client’s vacancy. Such Introductions will be conducted by the Agency on the basis of executive search, advertised selection with targeted search or advertised selection. Agency has exclusivity in terms of making Introductions relating to agreed vacancies;
“Services”	means the employment agency services provided by the Agency to the Client as set out in these Terms and Conditions; and
“Shortlist”	means the list of Candidates sent by the Agency to the Client in either written or electronic form.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to these Terms and Conditions; and
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. The Contract

- 2.1 Any and all business entered into by the Agency is subject to these Terms and Conditions and in the event of any conflict with any other Terms and Conditions these terms shall prevail unless agreed otherwise in writing by a Director of the Agency.

- 2.2 No modification or change to these Terms and Conditions will be valid unless the details of any such changes are in writing, signed on behalf of the Agency and the Client, and state the date on or after which such new terms will apply.
- 2.3 In the event that any part(s) of these Terms and Conditions or part thereof is declared to be invalid, unlawful, void or unenforceable then such terms or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.
- 2.4 The Engagement or interviewing of a Candidate, by or on behalf of the Client, or the commencement of work or provision of services by a Candidate for the Client shall be deemed acceptance of these Terms and Conditions.
- 2.5 These Terms and Conditions supersede all previous terms of business.

3. Vacancies and Advertisements

- 3.1 The Agency shall have the right to decline, cancel or otherwise remove any vacancy advertisement provided by the Client to the Agency at any time, for any reason and without giving prior notice to the Client.
- 3.2 If any vacancy advertisement appears to demonstrate that the Client intends to discriminate on the grounds of gender, sexual orientation, race, religion or age, it will be declined unless the vacancy is exempted from the provisions of the Sex Discrimination Act 1975; the Employment Equality (Sexual Orientation) Regulations 2003; the Race Relations Act 1976; the Employment Equality (Religion and Belief) Regulations 2003; the Employment Equality (Age) Regulations 2006; or any other relevant legislation. In the case of any applicable exemptions, the vacancy advertisement must be accompanied by a written statement explaining those exemptions and how they apply to the vacancy.
- 3.3 If, in the opinion of the Agency, any vacancy advertisement indicates any illegal purposes on the part of the Client, the Agency may, without notice, report the vacancy and the Client to the relevant authorities. In the United Kingdom such authorities may include, but are not limited to, the Department for Work and Pensions, ACAS, the Information Commissioner's Office; and the Recruitment and Employment Confederation.
- 3.4 Vacancy advertisements shall remain open and viewable by prospective Candidates for a period of one (1) month or otherwise as agreed between the Agency and the Client.
- 3.5 All vacancy advertisements shall contain details of no more than one single vacancy unless otherwise agreed in writing between the Agency and the Client.

4. The Agency's Obligations

- 4.1 The Agency shall use commercially reasonable endeavours to find suitable and willing Candidates to fill such vacancies as are notified to the Agency by the Client.
- 4.2 Where the Parties have agreed Retained Introduction, the Agency shall use commercially reasonable endeavours to ensure that all vacancy advertisements are published on the date agreed with the Client or, where no date is agreed, within ten (10) working days of receiving details of the vacancy.

- 4.3 The Agency will endeavour to ensure that all Candidates introduced to the Client have the experience, qualifications, and authorisations which are required by the Client, by law or by any professional body, for the position(s) that the Client wishes to fill, and will also endeavour to verify the identity of Candidates prior to introducing them to the Client.
- 4.4 At the same time as proposing a Candidate to the Client the Agency will inform the Client of such matters as detailed in sub-Clause 4.3 that the Agency has obtained confirmation of.
- 4.5 The Agency will endeavour to take all reasonable steps to ensure that Clients and Candidates are aware of any requirements imposed by law or any professional body on the vacancy / vacancies that the Client seeks to fill.
- 4.6 The Agency cannot guarantee to find a suitable Candidate for each vacancy and gives no warranties as to the suitability of any Candidate.
- 4.7 Where a Candidate is offered or applying for Engagements that involve working with or caring for any persons under the age of 18, the elderly, the infirm or anyone in need of care and attention, the Agency will take all reasonably practical steps to ensure that it obtains and makes available to Clients copies of all necessary authorisations required for the Engagement, two references from persons unrelated to the Candidate, and confirmation that the Candidate is not unsuitable to work with vulnerable people. If the 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.

5. The Client's Obligations

- 5.1 The Client shall provide to the Agency all information which is reasonably required for the Agency to provide the Services. The Client shall use its best and reasonable endeavours to ensure that such information is complete, accurate and up-to-date.
- 5.2 The Client shall ensure that all information provided to the Agency does not contain any material which could be regarded as offensive, indecent, obscene, illegal, dishonest, untruthful, defamatory or discriminatory.
- 5.3 The Client shall ensure that all information provided to the Agency does not contain any material which infringes the rights of any third parties (including, but not limited to, intellectual property rights).
- 5.4 The Client must provide the Agency with details of the vacancies that the Client wishes to fill, which must include the type of work required, the date of commencement, the duration, the hours, rates of pay and location as well as the training, qualifications and other authorisations required by law, the Client and any professional body for the position(s).
- 5.5 The Client must inform the Agency of any Health and Safety risks or requirements of the vacancies the Client wishes to fill, as well as the action taken by the Client to minimise and control such risks.
- 5.6 The Client must not seek to employ any member of the Agency's staff, but in the event that any member of staff accepts an Engagement with the Client, the Client must pay an Introduction Fee in accordance with Clause 6.
- 5.7 The Client acknowledges that the Agency is under no obligation to provide the Services until all required information has been provided by the Client in accordance with sub-Clause 5.1.

- 5.8 The Client shall inform the Agency immediately in the event that any relevant information changes following the submission of that information to the Agency. The Agency reserves the right to charge the Client at the rate of GBP 50 per hour for any work required to make alterations to vacancy advertisements or other relevant information it holds.
- 5.9 Subject to the provisions of sub-Clauses 4.3 and 4.7, the Agency shall not verify or otherwise check any Candidate details, howsoever they may be provided to the Client.
- 5.10 It shall be the sole responsibility of the Client to ensure that Candidates are suitable for the relevant vacancies and to obtain any references required.
- 5.11 It shall be the sole responsibility of the Client to obtain any required permits (including, but not limited to, work Permits).
- 5.12 It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.
- 5.13 The Client must notify the Agency immediately of any offer of an Engagement that it makes to a Candidate.
- 5.14 The Client must notify the Agency immediately of the acceptance of any offer of Engagement that is made to a Candidate and provide details of the Candidate's remuneration.
- 5.15 The Client must notify the Agency immediately if, following the Engagement of a Candidate, the Candidate's Remuneration increases at any time during the first 12 months of the Engagement, and the Introduction Fee detailed in clause 6 will be increased accordingly.
- 5.16 The Client must within five (5) working days of offering an Engagement to a Candidate provide the Agency with a copy of the job offer or contract given to the Candidate.
- 5.17 Notwithstanding sub-Clauses 4.3 and 4.7 above the Client must satisfy itself as to the suitability of a Candidate for any vacancy, and the Client must be responsible for taking up references and checking the validity of qualifications.

6. Fees and Payment

- 6.1 The Introduction Fee payable by the Client to the Agency upon the commencement of an Engagement by a Candidate shall be calculated as the amount equal to 25% of the Candidate's Remuneration during the first 12 months of the Engagement exclusive of VAT.
- 6.2 If the Engagement of a Candidate is for a fixed term of less than 12 months then the Introduction Fee will be calculated pro rata as above.
- 6.3 In the event that an Engagement for a fixed term of less than 12 months is extended then a fee based on the Candidate's Remuneration for the period up to 12 months from the original Engagement will become payable by the Client.
- 6.4 Except where the Parties have agreed Retained Introduction, the Client will not be liable for the Introduction Fee until a Candidate commences an Engagement when the Agency will render an invoice to the Client.
- 6.5 Retained Introduction – The Introduction Fee will be payable in (3) equal instalments with the final instalment reflecting the actual Remuneration of the relevant Candidate. The first instalment is payable upon the Agency's acceptance of Instruction; the second instalment is payable upon submission

by the Agency to the Client of a Shortlist of Candidates; and the third instalment is payable upon the Candidate's acceptance of the Client's offer of Engagement.

- 6.6 For the purposes of Clause 6.5 above, where the precise Remuneration is not known in advance, the Remuneration will be estimated for the purposes of the first two instalments of the Introduction Fee. The final instalment of the Introduction Fee will be based on the actual Remuneration and any necessary adjustments will be made and no entitlement to refunds of any paid instalments arises, where the Client decides not to proceed with the search or Engagement of the Candidate.
- 6.7 The Client must pay the Agency's fees within fourteen (14) days of receiving the invoice. The Introduction Fee is payable in the currency of the country in which the Engagement is effected.
- 6.8 The Agency reserves the right to charge interest at the rate of 20% above Bank of England rate of interest per annum on any invoiced Introduction Fees and/or fees that remain unpaid by the Client from the due date to the date of payment.
- 6.9 Where a Client has made an offer of Engagement to a Candidate but withdraws it before the Candidate commences the Engagement the Client must pay the Agency an amount equal to not less than 25% of the annual Remuneration (exclusive of VAT) to which the Candidate would have been entitled if the Engagement had proceeded.
- 6.10 Agreed expenses such as interview or traveling expenses, and other exceptional expenses shall be invoiced in addition to the Introduction Fee and will be payable within fourteen (14) days of invoice.
- 6.11 The Agency may assign to a third party the right to render invoices and collect and receive payments.

7. Refunds and Rebates

- 7.1 Unless otherwise agreed, the Agency shall not be obliged to make any rebates or refunds of Introduction Fees, fees or other sums payable by the Client other than as outlined in these Terms and Conditions.
- 7.2 In the event of the Engagement of any Candidate by the Client which terminates on or before the expiration of thirteen (13) weeks from the date the Candidate commenced employment with the Client, the Agency shall at its option provide Client with one of the following:
 - 7.2.1 the introduction of one replacement Candidate at no extra charge to the Client; or
 - 7.2.2 a rebate, in the form of a credit note, of 7.69% against the fee for each complete week of the thirteen (13) week period not actually worked by the Candidate; or
 - 7.2.3 a refund of 7.69% against the fee for each complete week of the 13 week period not actually worked by the Candidate.
- 7.3 In the event Client qualifies for a rebate, refund or replacement, such remedy shall only be applicable once. For the avoidance of doubt, no guarantee period shall apply to replacement Candidates or Services purchased using a credit note.
- 7.4 The rebate, refund or replacement will only be made if the Client notifies the

Agency in writing within seven (7) days of termination and if all monies due from the Client have been paid in accordance with these Terms and Conditions.

- 7.5 The guarantee period of thirteen (13) weeks will not apply if the Candidate's employment with the Client is terminated as a result of actions taken by the Client, including, but not limited to, dismissal, redundancy, restructuring, reorganisation of the Client's business, closure of the Client's business, change of management or substantial change from original job description.

8. Confidentiality

- 8.1 Each Party undertakes that, except as provided by sub-Clause 8.2 or as authorised in writing by the other Party, it shall, at all times:

8.1.1 keep confidential all Confidential Information;

8.1.2 not disclose any Confidential Information to any other party;

8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions;

8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

8.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 above.

- 8.2 Either Party may:

- 8.2.1 disclose any Confidential Information to:

8.2.1.1 any sub-contractor or supplier of that Party;

8.2.1.2 any governmental or other authority or regulatory body; or

8.2.1.3 any employee or officer of that Party or of any of the aforementioned persons;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 8.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

- 8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

- 8.3 The provisions of this Clause 8 shall continue in force in accordance with their terms, notwithstanding the termination of these Terms and Conditions for any reason.

9. Data Protection

- 9.1 The Client shall be required to comply with the provisions of the Data Protection Act 1998 and any other relevant data protection legislation from time to time in force when processing or otherwise dealing with personal data relating to Candidates. All such information shall remain confidential.
- 9.2 The Client shall, as required by the Data Protection Act 1998, notify itself as a data controller to the Information Commissioner's Office.

10. Liability

With the exception of death or personal injury the Agency shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client as a result of the Introduction of a Candidate to the Client by the Agency, the Engagement of a Client Introduced by the Agency or the failure of the Agency to Introduce any Candidate to the Client.

11. Indemnity

The Client shall indemnify the Agency against any costs, liability, damages, loss, claims or proceedings which may arise out of its use of the Services or out of any breach of any part of these Terms and Conditions.

12. Law and Jurisdiction

- 12.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 12.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

These Terms and Conditions are agreed by:

On behalf of Client	On behalf of Agency
Signature:	Signature
Name:	Name:
Position:	Position:

Schedule – Client Details & Instructions

Client Details

Client Name:

Client Registered Address:

Client Main Place of Business:

Client Company Registration Number:

Client Contact Person:

Client Contact eMail:

Client Contact Telephone Number:

Client Instructions