

Terms of Business

TERMS AND CONDITIONS OF BUSINESS FOR

Permanent Staff

The permanent introduction fee payable is calculated by applying the relevant per centage to the total first year's remuneration (the "Salary"). The relevant per centage is the rate which corresponds with the remuneration band into which the Salary falls (as set out in the table below). It will be applied to the Salary as advised by the Client at the time of engagement or the actual Salary, whichever is greater. Expert Register do not include any further benefits as remuneration – to include the provision of a company car or allowance or bonus scheme.

In the case of part time roles, the Salary for the equivalent full-time role shall be used to determine the relevant remuneration band, and the corresponding rate shall be applied to the actual Salary.

Fixed Term Contracts / Interim Contracts

The Placement Fees for Fixed Term Placements shall be calculated against the equivalent annual full time Salary Package pro-rated to the length of the Fixed Term Placement but otherwise calculated in accordance with the provisions of the fee schedule as set out in the table below. If the contract duration is extended, or the Client engages or makes use of the Candidate in any capacity within 12 months of introduction, the Client shall be liable for the balance of the permanent introduction fee.

The table below sets out Expert Register's standard percent fees for permanent and fixed term recruitment:

Salary	Fee % of Salary
£0 - £39,999	20%
£40,000 - £69,999	25%
£70,000 +	30%

Retained Assignments

The Client may engage Expert Register on a retained assignment to carry out a direct campaign to source candidates for a specific role(s).

Retainer Fee – 33 per cent of the permanent introduction fee, due upon commencement of the retained assignment and non-refundable.

Shortlist Fee – 33 per cent of the permanent introduction fee, due upon submission to the Client of the agreed number of candidates who meet the agreed specifications and non-refundable.

Completion Fee – The remainder of the permanent introduction fee, due upon a candidate's commencement of the employment or engagement with the Client.

PERMANENT & FIXED TERM PLACEMENTS

1. Agreement

When introducing a Candidate for permanent or fixed term employment, Expert Register is acting as an employment agency as defined in the Regulations.

By asking Expert Register to introduce a Candidate for any position, or by agreeing to engage or make use of a Candidate in any capacity, the Client is deemed to have accepted these Terms of Business.

These Terms and Conditions shall apply to:

- a. any Business proposed or undertaken by Expert Register herein referred to by ER for the Client; and
 - b. the employment, engagement or other use by the Client of a Candidate Introduced by ER.
- 1.1 No variation of these Terms of Business is valid or shall be binding on ER unless confirmed in writing to the Client.
 - 1.2 The Client shall notify ER immediately on engaging or making use of a Candidate in any capacity.
 - 1.3 By agreeing to engage or make use of a Candidate in any capacity, the Client will be liable for the permanent introduction fee.
 - 1.4 These Terms and Conditions together with any documents referred to within them shall constitute the entire agreement between the Parties in relation to the Business, Placement and/or the employment, engagement or other use by the Client of a Candidate introduced by ER to the exclusion of all other agreements including any other terms and conditions of business or purchase conditions that the Client may attempt to impose in respect of the provision of the Business.

2. The Placement

- 2.1 ER shall use reasonable skill and care in the sourcing and Introduction of Candidates to the Client.
- 2.2 The Client shall provide ER with details of the particular Placement, including the anticipated Salary Package, job description and any other information reasonably necessary to enable ER to assess the suitability of a Candidate for that Placement.
- 2.3 Insofar as a Candidate or a third party provides details (whether in the form of academic or professional qualifications, professional background, experience or the like) relating to the Candidate, ER provides no warranty or representation as to the accuracy of such information and ER will not be liable to the Client for any loss (including direct loss, indirect or consequential loss, loss of profit, loss of anticipated revenue, loss of reputation or regulatory fines) or damage, nor shall ER bear any responsibility for any Client legal costs and expenses associated with such matters, whether arising directly or indirectly, as a result of such inaccurate or misleading information and the Client acknowledges that it is their sole responsibility and obligation to undertake its own investigations to verify any information provided in respect of that Candidate and ensure that the same is accurate and correct.
- 2.4 Where the Client has instructed ER to approach a particular Candidate on the Client's behalf, the Client shall indemnify and keep ER indemnified against all liabilities, costs, expenses, damages and direct losses and all interest, penalties and reasonable legal and professional costs and expenses suffered or incurred by ER as a result of claims made against ER in connection with such instruction provided that ER has complied with its obligation to use reasonable skill and care and has not acted negligently or illegally in such regard.
- 2.5 ER gives no representation or warranty that any Candidate is or will be willing and/or available to accept any Placement.
- 2.6 ER will not be liable for any and all losses, including direct losses, indirect or consequential losses, loss of profit, loss of actual or anticipated savings, loss of anticipated revenue, loss of reputation or regulatory fines, liabilities, costs and expenses (including legal costs and expenses) incurred by the Client arising from the Candidate's acts or omissions including their acts or omissions in the performance of their employment (whether on a permanent or Fixed Term Placement basis) with the Client.
- 2.7 The Client acknowledges that the final decision to employ or engage the Candidate rests with it.
- 2.8 The Client will make ER aware of any security and/or health and safety requirements which ER's staff and/or the Candidate must observe whilst at the Client's premises.
- 2.9 Unless otherwise notified to the contrary by the Client in writing to ER, the Client hereby provides ER with its consent to use and reproduce the Client's name, logo and trademarks within

advertising for the Placement and for ER's general promotional literature (whether online or in print)

- 2.10 ER shall not be responsible for arranging work permits, insurance or other incidental requirements of employment for the Candidate.

3. Fees

- 3.1 The Placement Fees for shall be calculated as a per centage of the Salary of the Candidate. This per centage shall be agreed between the Parties and confirmed by ER in writing (including by email) or verbally (then confirmed by email). In the absence of such agreement, where a Placement is accepted by the Candidate ER shall be entitled to charge Placement Fees calculated on its standard per centages as set out in the Fee Schedule. For the avoidance of doubt, where an offer of employment or engagement is accepted by the Candidate but (through no fault of the Candidate) no employment or engagement results, the Placement Fees shall still be due.
- 3.2 The Placement Fees for Fixed Term Placements shall be calculated against the equivalent annual full time Salary Package pro-rated to the length of the Fixed Term Placement.
- 3.3 Placement Fees are exclusive of any Value Added Tax which shall be charged by ER at the prevailing rate.

4. Additional Costs

Any Additional Costs will only be incurred by or with the Client's approval and charged at rates agreed between the Parties in writing. Such Additional Costs will be payable by the Client, even if the Placement to which such Additional Costs are attributable is not secured.

5. Payment

- 5.1 The Client shall pay all ER invoices (including those for Additional Costs) in full, within fourteen (14) days of the date of the ER invoice without any right of set off.
- 5.2 Except as otherwise agreed in writing between the Parties, all Placement Fees shall be invoiced upon the Candidate's first working day.
- 5.3 The Client is deemed to have accepted an ER invoice if no dispute is raised in respect of the same, within seven (7) days of the date of such invoice. All disputes shall be dealt with promptly, in good faith and escalated to the appropriate levels within ER.
- 5.4 Any third party costs and/or expenses (including legal fees and other professional fees) incurred by ER in recovering amounts overdue pursuant to these Terms and Conditions shall be payable by the Client.

6. Retained Searches

- 6.1 Placement Fees for Retained Searches only shall be calculated on the basis of the Salary Package and invoiced to the Client in three stages:
- thirty three per cent (33%) of the Placement Fee on ER's agreement to undertake the Business (based on an estimate of the Salary Package);
 - thirty three per cent (33%) of the Placement Fee when the short-list of Candidates is presented to the Client by ER or thirty (30) days after ER's agreement to undertake the Business whichever is the sooner (based on an estimate of the Salary Package); and
 - the balance (if applicable, adjusted for any variance between the estimated and final Salary Package) on the first day of the Client's employment of the Candidate.
- 6.2 Placement Fees for Retained Searches are non-refundable. If the Client withdraws the Placement before the Candidate commences, all three stages of fees specified in clause 6.1 will become payable immediately.

7. Fixed Term Extensions & Conversions

- 7.1 For Fixed Term Placements, if:
- a new fixed term commences within twelve (12) months from the end of the previous fixed term, and/or the original fixed term (or any subsequent fixed term) is extended, a further fee will be calculated.
 - the Candidate accepts permanent employment with the Client within twelve (12) months of the end of the last fixed term, a further fee will be calculated.
- 7.2 In each circumstance established pursuant to clauses 7.1 a and 7.1 b, the Client must notify ER immediately in writing of the occurrence such circumstance.

8. Additional Circumstances Where Placement Fees Will Be Due

- 8.1 The Client shall inform ER as soon as reasonably practicable and in any event within seven (7) days of the occurrence of any of the events envisaged pursuant to the provisions of this clause 8.1, and shall pay the Placement Fees that would have been due to ER for a Placement where:
- although no Placement occurs initially, a Candidate accepts an offer of employment or engagement with the Client within twelve (12) months of the Final Communication; or
 - if the Client engages a Candidate otherwise than directly through ER in any capacity within one year of the Candidate being introduced by ER, or if the Client or the Client's employee, agent or sub-contractor refers a Candidate to a third party and that third party engages the Candidate in any capacity, the Client will be liable for a permanent introduction fee or £15,000, whichever is the greater, without entitlement to rebate. If the Salary is not known to ER, the introduction fee shall be £15,000. Interest at the rate of 2 per cent per calendar month or part thereof will be applied from the date of appointment until payment of the invoice without concession.

9. Guarantee of Satisfaction

In the event of a Candidate leaving the Client's employment within 8 weeks of commencement for any reason other than through those detailed in 8.1a, ER shall offer a rebate or a free replacement. The rebate shall be calculated by the following formula: 8 minus the number of weeks worked (rounded up) x one eighth of the permanent introduction fee.

- 9.1 The Guarantee of Satisfaction applies where:
- the candidate leaves of their own volition and not due to redundancy measures, change in job description or change in work conditions;
 - ER's invoices have been settled in accordance with these Terms and Conditions;
 - the Client has complied with its obligations to the Candidate including its obligations under any relevant law;
 - the request is given exclusively to ER to replace the Candidate
 - the replacement role is the same as the initial Placement; and
 - ER is informed in writing that the Candidate is no longer to be engaged by the Client within fourteen (14) days of such decision being made.
- 9.2 ER only offers such replacement for the initial Candidate placed with the Client in whatever capacity. No replacement for the replacement Candidate in whatever capacity shall be provided.
- 9.3 If the Salary Package of the replacement Candidate changes from that provided to the original Candidate, the invoiced amount will be adjusted accordingly.
- 9.4 The offer of searching for a replacement Candidate will be valid for a period of two (2) months from the date of termination of the initial Candidate, after which ER is not obliged to offer such a replacement.
- 9.5 Guarantee of Satisfaction shall not apply to fixed term contract placements, fixed term to permanent conversions, or temporary to permanent conversions.

10. Confidentiality and Data Protection

- 10.1 Each Party will hold information of the other that can be reasonably regarded as being confidential or is notified as being so by the disclosing Party, in confidence and will not disclose such information without the consent of the other Party unless required by law or a court of competent jurisdiction, or it has already been made available to the public other than through a breach of this clause. Any CVs or details of the Candidate provided to the Client by ER shall remain the confidential information of ER.
- 10.2 Both Parties shall comply with its obligations in respect of the privacy of data as more particularly set out in the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations 2003. The Client shall indemnify ER against all liabilities, costs, expenses, damages and direct losses and all interest, penalties and reasonable legal and professional costs and expenses suffered or incurred by ER arising out of or in connection with any third party claims (including those of Candidates) caused by the misuse of a Candidate's personal data by the Client or its Subsidiaries, or the employees, directors, agents or contractors of each.

11. Law and Jurisdiction

- 11.1 Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or

termination, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

11.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of England.

12. General

- 12.1 Neither Party shall be liable to the other under or in connection with these Terms and Conditions or any contract made upon them for any indirect or consequential loss, loss of profits, loss of business, loss of revenue loss of anticipated savings, loss of reputation or regulatory fines. Nothing in these Terms and Conditions limits any warranty, exclusion or limitation of liability or right imposed by statute or regulation to the extent that it cannot lawfully be excluded or limited.
- 12.2 Subject to the extent that a liability cannot be lawfully excluded or limited, the maximum liability of each Party to the other in respect of any Placement shall be limited to one hundred and twenty per cent (120%) of the Placement Fees which are payable.
- 12.3 If any clause is held by a court of competent jurisdiction to be illegal or unenforceable, that part will be severed from all other terms without affecting the validity or enforceability of all other

provisions of these Terms and Conditions.

- 12.4 If a Party is prevented in the performance of its obligations under this Terms and Conditions by circumstances that are beyond the control of that Party (acting reasonably) then that Party will not be liable for what would otherwise have been a breach of its obligations under these Terms and Conditions.
- 12.5 No failure or delay by either Party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. No waiver or amendment of any clause will be effective unless confirmed in writing to the other Party and in the case of ER, by a director of ER.
- 12.6 Those clauses which, by their nature, are intended to continue to have effect following termination or expiry of these Terms and Conditions shall survive and continue to bind the Parties.
- 12.7 A person who is not a Party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to benefit from or enforce any term of these Terms and Conditions.
- 12.8 Any variation to these Terms and Conditions, including the attempted introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by an authorised signatory of ER.

Important: These Terms of Business are subject to change. The rates quoted take effect from 1st January 2022, however, please check that they are the rates currently applicable. Fees are exclusive of VAT, which shall be applied at the prevailing rate.