

TERMS AND CONDITIONS

CHECKED RECRUITMENT LIMITED

Company:	Checked Recruitment Limited (the "Company")
Company Number:	12859467
Registered Office:	7 Victoria Road, Tamworth, Staffordshire, United Kingdom, B79 7JS

Commencement Date:	From date sent
Termination Date:	Until terminated in accordance with clause 9
Services:	Recruitment Services
Fee (exclusive of VAT):	For Speculative Email CV Introductions: A fixed discounted fee of 20% of the candidate's annual salary applies to all permanent, fixed-term contract, or interim placements. This rate is discounted from the standard fees outlined below. <u>Standard Terms Rates</u> [X% of Remuneration] £0 to £29,999 – 20% £30,000 to £49,999 – 22.50% £50,000 to £69,999 – 25% £70,000 and above – 30%
Invoice Frequency:	To be sent upon Candidate start date or weekly for interim assignments
Payment Terms:	14 days

Background: The Company agrees to provide, and the Client agrees to engage the services of the Company acting as an employment agency as defined by section 13(2) of the Employment Agencies Act 1973 (as amended), on the terms and conditions set out in these Terms of Business, to Introduce Candidates to the Client.

1 Acceptance of terms and conditions

1.1 Checked Recruitment Limited ("the Company") acts as an employment agency under s.13(2) Employment Agencies Act 1973.

1.2 These Terms prevail over any Client terms and are deemed accepted when the Client (i) requests a CV or (ii) uses any of the Services

2 Definitions

2.1 In these Terms and Conditions:

Agreement	means the Agreement containing these Terms and Conditions;
Candidate	means a person Introduced by the Company to the Client to be considered for an Engagement;
Client	means any person, firm or company who approaches the Company with a view to Engaging or otherwise employing a Candidate, or any person, firm or company to whom a Candidate is Introduced by the Company;
Conduct Regulations	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Data Protection Legislation	means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, privacy and electronic communications including without limitation, (a) the Data Protection Act 2018; and (b) the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) ("UK GDPR");
Engage(s) (or Engagement or Engaged)	means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client, and 're-engages' is to be interpreted accordingly;
Introduce (or Introduction)	means the provision to the Client of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not the Client had knowledge of that Candidate before the Introduction and including the last date of contact with the Client;
Fee	means the Fee set out in the cover sheet and calculated in accordance with clause 4;
Personal Data	means any information relating to a Candidate who can be identified, directly or indirectly, in particular by reference to: (a) an identifier such as a name, an identification number, location data or an online identifier, or (b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;
Remuneration	means base salary, signing bonus, on target earnings (OTE), any financial package and any other benefit, bonus or allowance including any nominal fee for a car allowance;
Services	means provision of CV or conducting searches for Candidates for vacancies that the Client has notified to the Company and Introduction of them to the Client by the Company.

3 Services

3.1 The Company will use reasonable endeavours to Introduce suitable Candidates but gives no warranty of success.

3.2 A Candidate is Introduced only when the Company has their explicit consent. The Client may contact the Candidate only with the Company's prior written permission.

3.3 Duplicate Introductions: if another agency submits the same Candidate, the agency that first obtained lawful consent prevails. Social-media contact, unanswered contact, previous applications that have not been acted upon do not invalidate the Company's Introduction. Knowledge of a candidate but with no specific two-way communication around a specific current opportunity would not invalidate the Company's Introduction.

4 Fees and Payment

4.1 A Fee is due on every Engagement and is calculated per the Cover Sheet. Default payment terms: 14 days from invoice.

4.2 Where Remuneration is unknown, the Fee equals that for a comparable market role. Each additional Engagement of a Candidate triggers a further Fee.

3.3 Fixed-term hires:

<6 month contract – 50% of the 12-month Fee.

>6 month contract – pro-rata Fee.

Part-time – calculated on the full-time equivalent salary.

4.5 Offer withdrawn by Client after Candidate acceptance: 50% cancellation fee due.

4.6 Third-party hires: if the Client or its associates refer a Candidate who is subsequently recruited within 12 months, a full Fee is payable as set out on the Cover Sheet.

4.7 Late payment: 4 % p.a. above Bank of England base rate (daily) and the Company may suspend Services, revoke discounts and replacement guarantee or require advance payment for future services.

4.8 Replacement / Credit Guarantee – Permanent hires

If an Engagement ends within 8 weeks, the Company has 4 weeks exclusively to source a replacement.

- Failing that, a credit note is issued per the sliding scale below, usable against future recruitment.

- Guarantee void if - fees unpaid; termination due to redundancy, discrimination, pregnancy, death, injury or ill-health; Client breach; or the role is not re-recruited exclusively.

- Credit applies once only and lapses if the Candidate is re-engaged within 12 months.

Week of Termination	% credit note
0-4	50% credit
4-8	25% credit
8+	No credit rebate

4.9 Temporary assignment

- Fees are invoiced weekly on verified timesheets; the Client must approve within 2 working days.
- Payable for all hours / days worked.

4.10 All amounts are exclusive of VAT (or equivalent taxes).

5 Client's Obligation

- 5.1 Excluding speculative CV email introductions, before each vacancy the Client will supply: job description, location, hours, start date, duration, health & safety risks and control measures, required experience / qualifications / authorisations and commercial details needed to brief the Candidate.
- 5.2 The Client alone is responsible for: reference checks, qualification verification, right-to-work sponsorship, medical / other statutory requirements and deciding suitability.
- 5.3 The Client must notify the Company immediately when (i) an offer is accepted or (ii) a Candidate starts work.
- 5.4 If the Client Introduces a Candidate to a third party and an Engagement follows within 12 months, the Client owes the Fee.
- 5.5 For PSC (personal-service-company) temps the Client must issue a Status Determination Statement and handle any IR35 / Off-Payroll Working challenges.

6 Confidentiality

Introductions and any related information are confidential and for the Client's internal use only. Each party must keep the other's confidential information secret except where disclosure is lawfully required.

7 Data Protection

Both parties will comply with UK GDPR and Data Protection Act 2018. The Company will:

- give Candidates a compliant privacy notice naming the Client;
- process data only for recruitment, keep it secure, report breaches and assist with data-subject requests;
- not transfer personal data outside the UK without consent.

8 Warranties, Liability and Indemnities

- 8.1 No warranty is given as to a Candidate's suitability.
- 8.2 The Company's total liability for any claim (except death or personal injury caused by its negligence) is limited to the Fee paid or payable. Neither party is liable for indirect or consequential loss.
- 8.3 The Client shall indemnify the Company against all costs, claims and losses arising from: (i) Client breach of these Terms; (ii) Client or third-party statutory breaches; (iii) withdrawal of vacancies or misinformation; or (iv) unauthorised disclosure of Candidate details.

9 Termination

Either party may terminate on written notice if the other (i) commits a material breach not remedied within 7 days of notice, or (ii) becomes insolvent. On termination the Client must pay all Fees and committed costs up to the date of termination.

10 General

- 10.1 Force majeure: no liability for delays outside a party's reasonable control (either party may terminate after 3 months of continuous force majeure).
- 10.2 Variations must be agreed in writing by authorised signatories.
- 10.3 The Client may not assign these Terms without the Company's written consent.
- 10.4 These Terms constitute the entire agreement and supersede all prior arrangements. No partnership or agency is created.
- 10.5 Any unlawful provision is severed without affecting the remainder.
- 10.6 Notices must be in writing to the addresses stated in the Cover Sheet.
- 10.7 Governing law: England & Wales; exclusive jurisdiction of the English courts.
- 10.8 No third-party rights are created under the Contracts (Rights of Third Parties) Act 1999.