

**CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF APPLICANTS TO BE DIRECTLY EMPLOYED  
BY THE CLIENT**

1. The following Terms and Conditions (the Terms) constitute the entire contract between Marcus Donald People Ltd (acting as an Employment Agency) or any subsidiary or associated Company (the Company) and any person, organisation or Company or any subsidiary or associated Company of the hirer (the Client) who engages or hires (such words to include 'engage', 'engages', 'employ' and 'employs' throughout these terms) an Applicant introduced by the Company (an Applicant). No variation of these terms will be binding upon the Company unless such variation is in writing and signed by the Company.
2. An introduction of an Applicant shall be deemed to have taken place when the Applicant introduced by the Company is engaged by the Client, an associated Company, subsidiary Company or organisation or any other group Company of the Client within twelve (12) months from introduction or twelve (12) months from the later of (i) the Client's request to interview an Applicant, or the booking by the Agency of an interview between the Applicant & the Client along with e-mailed interview confirmation from the Agency (ii) interview of an Applicant in person or by telephone, or (iii) the passing to the Client of a Curriculum Vitae or information which identifies the Applicant. The fees set out in clause 3 hereof will be payable by the Client who shall, for the purposes of these terms, be deemed to have employed the Applicant.
3. The Company's fee for the introduction to the Client of an Applicant subsequently engaged by the Client shall be 30% of the Applicant's anticipated annual remuneration.
4. The Company's invoice will be submitted when the Applicant accepts the offer of employment and is payable in full within fourteen (14) calendar days of the Applicant's engagement or fourteen (14) calendar days from the date of the invoice. In the event that the Company has discounted the standard fee, and payment is not received by the due date, then the fee will revert to the standard terms detailed in clause 3.
5. An Applicant shall be deemed to be introduced to the Client by the Company notwithstanding the fact that the Applicant was already known to the Client. Please note that all services provided to your Company are subject to our standard terms (which are deemed to be agreed by you) or where applicable, separate terms which have been agreed specifically with your Company for the provision of these services. Please also note that we have requested the identity of this Applicant to be confirmed by one or more of the following documents: passport, birth certificate, European ID Card and if applicable, work visa.
6. An introduction fee is payable should the Applicant be hired in a temporary or permanent role, either directly, indirectly or via another third party.

7. Should the Client fail to inform the Employment Agency within seven (7) calendar days of the Applicant's engagement and provision of services to the Client, the introduction fee will be payable of 20,000.00 Euros / GBP or 40% of the Applicants anticipated salary, whichever is the greater. No refund or reduction will be due on this fee.

8. If an Applicant introduced by the Company is engaged by an associated Company, subsidiary Company or organisation of the Client and / or anyone to whom details of the Applicant have been passed by the Client but other than the Employment Agency, the fees set out in clause 7 hereof will be payable by the Client who shall, for the purposes of these terms, be deemed to have employed the Applicant.

9. If the Applicant is engaged by the Client other than through the Employment Agency (or deemed to be engaged by the Client for the purposes of clause 2) within twelve (12) months in accordance with clause 8, an introduction fee in accordance with clause 7 will be payable.

10. The Employment Business reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (and as may be calculated using the calculator on the website [www.payontime.co.uk](http://www.payontime.co.uk))

11. For the purposes of these Terms, an Applicant shall be deemed to be employed by the Client whether engaged under a temporary contract of service or services, either directly, indirectly or via another third party, whereby the Applicant is providing services for the benefit of the Client.

12. The Company shall endeavour to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity. However, the Client is responsible for ensuring the suitability and capability of an Applicant for employment and for obtaining references, verifying skills, qualifications, character, experience, for seeing that the legal, medical requirements relating Applicant have been met. Where necessary, it is the Client's responsibility for obtaining work permits.

13. The Client shall notify the Company immediately when an appointment of an Applicant is made and shall provide the Company full details of the appointment.

14. If the engagement of an Applicant is terminated within eight (8) calendar weeks of the commencement of his/her employment with the Client a rebate will be paid by the Company to the Client at the rate of 12.5% of the fee charged by the Company for each full week the Applicant did not work during the eight (8) week period, subject to clause 15 set out below.

15. No rebate shall be payable if;

a. The Company is not notified in writing by the Client within seven (7) calendar days of the termination of the appointment together with the reasons for it.

b. The Applicant is made redundant.

c. The fee is not paid to the Company within fourteen (14) calendar days of the tendering of the invoice.

d. The Applicant resigns stating reasons of bullying, harassment or discrimination of any kind which falls under UK Law.

e. The termination is due to redundancy, budget cuts, companywide layoffs and/or furloughing, or the liquidation, bankruptcy, dissolution or amalgamation of the employer.

16. Each party shall ensure that all confidential information obtained from the other party under these terms remains confidential whilst these terms are in force and thereafter for so long as that information is confidential. Neither party shall at any time whether before or after the termination of this contract, divulge or use any unpublished subject matter of any agreement or any other confidential information without the prior written consent of the other except for any disclosures required by any legal, accounting or regulatory requirement.

17. Each party shall comply with the General Data Protection Regulation (GDPR) and the terms “Data Controller” and “Data Processor” will have the meanings given to them under the GDPR. To the extent that any data or information provided by one party to the other party contains personal data within the meaning of the GDPR or equivalent legislation, the party deemed to be the Data Processor will: (i) process such data and information only in accordance with the Data Controller’s instructions; (ii) not transmit such data and information to a country or territory outside the European Economic Area without the Data Controller’s prior written consent; and (iii) take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate.

a. Information relating to either party’s business which is capable of being confidential must be kept confidential by the other party and not divulged to any third party, except information which is in the public domain.

b. All applicable laws relating to data protection and privacy including but not limited to the Data Protection Act 2018, UK GDPR and the General Data Protection Regulation (EU) 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any applicable national implementing laws, regulations or secondary legislation.

c. Personal data (as defined by the Data Protection Laws) which is processed by the parties in connection with the provision of recruitment services under this Agreement.

d. Each party warrants and undertakes to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Act 2018 and UK GDPR and EU GDPR, and any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.

e. Each party agrees to comply with all applicable provisions of the Data Protection Laws in sharing and processing of the Personal Data and agree and acknowledge that each is a controller (as defined by the Data Protection Laws) in respect of the Personal Data. The parties agree that they do not jointly determine the purpose and means of the processing of the Personal Data in the context of this Agreement and thus do not qualify as joint controllers (as defined by the Data Protection Law).

f. All information relating to services is confidential and where that information relates to an individual is also subject to the Data Protection Act 2018, UK GDPR, and EU GDPR and is provided solely for the purpose of providing an Applicant for hiring or services to the Client. Each party shall

comply with the applicable Data Protection Laws on data protection and privacy for all individuals within the country relevant to this Agreement and the terms “Data Controller” and “Data Processor” will have the meanings given to them in accordance with the applicable law governing the Agreement. To the extent that any data or information provided by one party to the other party contains personal data within the meaning of the Act or equivalent legislation, the party deemed to be the Data Processor will: (i) process such data and information only in accordance with the Data Controller’s instructions; (ii) not transmit such data and information to a country or territory outside the European Economic Area, including the UK without the Data Controller’s prior written consent unless at least one of the permitted derogations set out in the Data Protection Act 2018, UK GDPR, and EU GDPR; and (iii) take such technical and organizational measures against unauthorized or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Act 2018, UK GDPR and EU GDPR in receiving and processing the data at all times. In addition, information relating to The Employment Agency’s business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

18. Each party shall fully comply with all requirements under the Bribery Act 2010 and neither party shall offer or solicit any bribe, inducement, payment or gift which would be a breach of the Bribery Act 2010.

19. Nothing in these terms shall limit the liability of either party for death or personal injury caused by negligence, fraudulent misrepresentation or any other matter where liability cannot be limited by law. Neither party shall be liable to each other for any indirect, consequential, special or incidental losses howsoever arising out of these terms.

20. Social Media - any electronic means of processing, viewing, obtaining or exchanging information or communications about work seekers through use of the internet or web based technologies/applications or any telephonic (mobile or otherwise) messaging system, but excluding electronic email programs. If the Client uses any Social Media for the purposes of recruitment of persons to fill positions that they have asked the Company to fill as a requirement you agree to promptly inform us, and for the avoidance of doubt where we have introduced an Applicant your decision to engage the Applicant based on or resulting from the use of Social Media shall not disentitle us to our Fee.

21. Joint Drafters. With respect to any dispute concerning the meaning of this Agreement, this Agreement shall be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement shall be construed against the Employment Agency on the basis that the Employment Agency drafted it. This Agreement shall be viewed as if prepared jointly by the Employment Agency and the Client.

22. Engagement – means the engagement, employment or use of the Candidate by the Client or any third party on a permanent or contract basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement or any other engagement; directly or through

a limited company of which the Candidate is an officer or employee. In the event that the Client receives a duplicated Candidate and there is a dispute regarding representation, the Client agrees to proceed with the party who has obtained a representation email from the candidate at the earliest date (within the applicable ownership period).

23. This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

Client's Name: \_\_\_\_\_

Signed on behalf of the Client: \_\_\_\_\_

Print name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Marcus Donald People Ltd**

Signed on behalf of the Employment business \_\_\_\_\_

Print name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_