

PEOPLE MARKETING TERMS OF BUSINESS-VS17.5-1(25.2/1)

1. Definitions:

“The Consultancy” means PMF Recruitment Limited (10172764) trading as People Marketing Fashion Recruitment

“The Client” means the person, firm, corporate body, local authority or public sector organisation that approaches the Consultancy with a view to the engagement of a Candidate or to whom a Candidate is introduced by the Consultancy.

“Candidate” means the person introduced by the Consultancy to the Client to be considered for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company.

“Introduction” means the passing to the Client by the Consultancy of a curriculum vitae (CV) or any information whether in writing, any electronic format, or oral, that identifies a Candidate.

“Member of staff” means any person or persons or entity or entities working as part of the Consultancy’s organisation whether as an employee, self-employed consultant, limited company, or otherwise.

“Engagement” means the employment, hire or other use, directly or indirectly of a Candidate to perform services for and on behalf of the Client, whether under a contract of employment, a contract for services, as an office-holder, or otherwise, whether on a permanent, temporary or other basis, following an Introduction by the Consultancy.

“Partner” means a member of the Consultancy

“Remuneration” means the total of all taxable emoluments due to be payable to or receivable by the Applicant during all or (on a pro rata basis) part of the first twelve months of the Engagement. The provision of a car is valued at £5000 additional salary.

“Introduction Fee” means the fee payable by the Client to the Consultancy in respect of the Engagement calculated in accordance with Clauses 3 and 4 hereof

“Retained Assignment” means an agreement between the Consultancy and the Client for additional research and the introduction of Candidates to the Client

The Consultancy operates as an employment agency in relation to the Client. The Consultancy does not have authority to act for the Client and is not authorised to enter into contracts with Candidates on behalf of the Client.

2. These Terms and Conditions constitute the entire agreement between the parties, supercede any previous agreement or understanding and may not be varied except in writing between the parties.

Acceptance of Terms

3. Acceptance of and agreement to the terms of this Agreement by the Client shall be deemed by virtue of: (i) the Client’s receipt from the Consultancy of a CV or other information identifying a Candidate, or (ii) the interviewing or Engagement of a Candidate introduced by the Consultancy, or (iii) the passing of any information received from the Consultancy about a Candidate to any third party (whichever first occurs).

Introduction Fee for Engagement

4. (i) In the case of a full-time Engagement the Introduction Fee is 25% of the Remuneration
(ii) In the case of a part-time, freelance, consultancy, self-employed or other temporary Engagement the Introduction Fee is 25% of the Remuneration on a pro-rata basis but subject to a minimum fee of £1,500

(iii) All Introduction Fees will be invoiced in and are payable in pounds (£) Sterling and will be subject to VAT at the appropriate rate.

Introduction Fee for Retained Assignment

5. In the case of a Retained Assignment which is handled by the Executive Division of the Consultancy namely Gilder-Harrison, the Introduction Fee is 30% of the Remuneration paid in instalments as follows:

- (i) a retainer payable in advance of one third of the Introduction Fee plus VAT non-refundable under any circumstances
- (ii) a further one third of the Introduction Fee plus VAT payable on delivery by the Consultancy to the Client of a short-list of candidates meeting the agreed criteria non-refundable under any circumstances
- (iii) the balance of the Introduction Fee payable in accordance with Clause 7 hereof

Payment of Introduction Fee

6. (i) Upon Engagement of the Candidate the Client agrees to notify the Consultancy immediately of the Engagement and to provide details of the Remuneration.

(ii) The Client shall be liable to pay the Introduction Fee to the Consultancy upon Engagement of the Candidate by any of the following (hereafter referred to as “the Client’s associates”)

- (a) the Client
- (b) any subsidiary, holding, connected or associated person, company or business of the Client
- (c) any third party to whom the Candidate is introduced by the Client

within twelve months of the date of introduction by the Consultancy of the Candidate to the Client.

(iii) The Introduction Fee is payable by the Client within 30 days of Engagement.

The Replacement Guarantee or Rebate under clause 15 will become null and void unless payment is made by this date.

(iv) If payment is not made on the due date the Consultancy shall be entitled to charge interest on the outstanding amount at the rate of 4% for each month or part thereof from the due date until the outstanding amount is paid in full.

Client’s Obligations and Warranties

7. The Client shall, before any services are provided by the Consultancy, supply to the Consultancy so as to enable the Consultancy to comply with its legal obligations;

- (i) Sufficient information to enable the Consultancy to select suitable Candidates for the position the Client wishes to fill, including: the identity of the Client; the nature of the Client’s business; the date on which the Client requires a Candidate to commence work and the duration, or likely duration, of the work; the position which the Client seeks to fill including the type of work involved; the location at which and the hours during which the Candidate would be required to work; the minimum rate of remuneration and other benefits the Client would offer and the intervals at which payment would be made; the length of notice which a Candidate would be required to give and to receive; and any risks to health or safety known to the Client, and what steps the Client has taken to prevent or control such risks.
- (ii) Details of the experience, training, qualifications and any authorisation which the Client considers are necessary, or are required by law, or by any professional body, for a Candidate to possess in order to work in the position.
- (iii) Details of any expenses payable by or to the Candidate

- (iv) Details of any matters known to the Client which could be detrimental to the interests of the Candidate or the Client for the Candidate to work for the Client in the position which the Client seeks to fill.

The Client warrants the accuracy of all information and details supplied under this clause and will indemnify the Consultancy against all and any claims, damages and losses incurred by the Consultancy as a result of any inaccuracy or non-disclosure in the said information.

8. The Client shall be responsible for satisfying itself as to the suitability, experience, training record, personal qualities and qualifications of the Candidate for the purposes and position required by the Client. The Client shall take up references provided by the Candidate and/or the Consultancy prior to Engagement. The Client shall be responsible for obtaining all necessary work, medical, immigration, and any other relevant permits, reports, medical examinations and/or investigations into the medical history of any Candidate, visas, permissions and certificates and any other requirements of the Client or as required by law.

Extent of Liability of the Consultancy

9. The Consultancy warrants to the Client that employment consultancy services will be provided using reasonable care and skill.
10. The Consultancy shall not be liable under any circumstances for any loss, damage, delay, costs or compensation (together 'the Liability') which may be suffered or incurred by the Client arising from or in any way connected with the Consultancy seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Consultancy to introduce any Candidate where the value of the Liability is in excess of 50% of the fees (excluding VAT and expenses) paid by the Client under the contract in relation to which the Liability arises. The Consultancy shall not be liable for any indirect or consequential loss, loss of revenue, profit, data, goodwill or anticipated savings howsoever caused. For the avoidance of doubt, the Consultancy does not limit or exclude liability for death or personal injury arising from its own negligence.
11. The Client shall indemnify and keep indemnified the Consultancy against any costs, claims or liabilities incurred by the Consultancy arising out of any Introduction or arising out of any non-compliance and/or as a result of any breach of these Terms of Business by the Client.

Data Protection

12. If the Consultancy discloses to the Client personal data relating to a Candidate, the Client confirms that it will, until such time (if any) as the Candidate becomes the subject of an Engagement by the Client, process such data on behalf of the Consultancy strictly in accordance with the UK General Data Protection Regulations (GDPR) and the Data Protection Act 2018 ('personal data' and 'process' having the meanings given in that Act). The Client shall process such personal data solely for the purposes of considering the Candidate's suitability for an Engagement (including, if thought fit, selection and interview purposes) and for no other purpose. The Client shall not disclose any personal data of a Candidate to any third party. The Client confirms that it operates sufficient and appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such personal data and against loss, falsification or destruction of, or damage to such personal data and shall, upon the Consultancy's request, provide evidence to the Consultancy of the measures the Client has taken to comply with its obligations under this clause. The client shall indemnify and keep indemnified the Consultancy against any costs, claims or liabilities incurred by the Consultancy arising out of any Introduction or arising out of any non-compliance and/or as a result of any breach of these Terms of Business by the Client.

Members of the Consultancy's Staff

13. The Client undertakes not to employ or seek to employ any member of staff but if any such member of staff accepts an Engagement with the Client within 3 months of such member of staff leaving the Consultancy then the Client shall pay to the Consultancy the Consultancy's fee for that member of staff as if such member of staff had been introduced by the Consultancy and engaged by the Client.

Replacement Guarantee or Rebate

14(i)

In the event that within twelve weeks of Engagement the Client lawfully terminates the Engagement of the Candidate for reasons other than redundancy or the Candidate terminates the Engagement the Consultancy will either introduce a replacement Candidate or rebate a percentage of the Introduction fee (at the Client's irrevocable election) provided that:

- (a) the Client notifies the Consultancy of the termination in writing within seven days of termination.
- (b) neither the Client nor the Client's associates re-engage the Candidate within nine months of the date of termination, in which event a further introduction fee will be payable by the Client
- (c) the introduction fee has been paid strictly in accordance with Clause 7 hereof

14(ii)

Only one replacement Candidate will be introduced under this Clause

14(iii)

In the event that the Remuneration of the replacement Candidate exceeds that of the Candidate the Client will pay to the Consultancy the balance of a revised Introduction Fee calculated to take into account the new Remuneration.

14(iv)

If either:

- (a) the Client elects to receive a rebate, or
- (b) the Consultancy is unable to introduce a replacement Candidate to the Client within a period of 4 weeks
- (c) The Consultancy's obligation to introduce a replacement Candidate will cease and the Consultancy will rebate a percentage of the Introduction Fee (but excluding expenses as described in Clause 6 hereof) calculated in accordance with the following scale:

Period from Engagement to Termination	Rebate percentage
3 weeks or less	75%
4 to 6 weeks	50%
7 to 9 weeks	30%
10 to 12 weeks	20%

Confidentiality

15. The Client undertakes to keep confidential all information regarding all potential applicants and not to disclose such information to any third party even to the Client's associates and to indemnify the Consultancy against any claims loss damages or costs arising out of any such unauthorised disclosure.
16. Introductions of Candidates are confidential. The disclosure by the client to a third party of any details regarding a Candidate introduced by the Consultancy which results in an Engagement renders the Client liable to payment of the Consultancy's fees pursuant to Clause 7 hereof.

Termination

17. The Consultancy shall be entitled to terminate this agreement at any time by giving not less than one month's written notice to the Client.

Law

18. Nothing in this Agreement shall confer on any third party any rights or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
19. English law shall apply to this agreement, and the parties agree to submit to the exclusive jurisdiction of the English Courts.