



**TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT AND
FIXED TERM CONTRACT STAFF**

THE PARTIES

- (1) Pyramid Recruitment Ltd (company no. 5977339) whose registered office is at One Crown Square, 7th Floor, Church Street East, Woking, Surrey, GU21 6HR (“the Agency”);
- (2)

1. DEFINITIONS

1.1. In these Terms of Business for the Introduction of Permanent or Fixed Term Contract Staff (“**the Terms**”) the following definitions apply:

“Candidate”	the person Introduced by the Agency to the Client for an Engagement, including any officer, employee, or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency’s own staff;
“Client”	the person, firm, or corporate body named in the Terms together with any subsidiary or associated person, firm, or corporate body (as the case may be) to which the Candidate is Introduced;
“Conduct Regulations”	the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
“Data Protection Legislation”	the Data Protection Act 2018 incorporating the EU’s GDPR (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the Processing of Personal Data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK’s Information Commissioner and/or as a consequence of the UK having left the EU on 31 st December 2020;
“Engagement”	the engagement, employment, hire or use of the Candidate on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise, or partnership agreement; or through a limited company of which the Candidate is an officer, employee, or other representative; whether or not the Agency was the effective cause; and “ Engage ”, “ Engages ” and “ Engaged ” will be construed accordingly;

“Introduction”	either (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client’s interview of a Candidate (in person, by telephone or by any other means); and “Introduces” and “Introduced” will be construed accordingly;
“Introduction Fee”	the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
“Remuneration”	includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party;

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in the Terms are for convenience only and do not affect their interpretation.

2. THE AGREEMENT

2.1. The Terms constitute the entire agreement between the Agency and the Client for the Introduction Candidates. Unless otherwise agreed in writing by a director of the Agency, the Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.

2.2. No variation or alteration to the Terms will be valid unless the details of such variation are agreed in writing between a director of the Agency and the Client, and a copy of the varied terms given to the Client stating the date on or after which such varied terms will apply.

2.3. If unsigned the Terms are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction, whichever first occurs.

2.4. The Client and the Agency will be referred to as a **“Party”**, or together **“the Parties”**; and any reference to **“a Person”** includes a person, firm, or company.

2.5. For the purpose of the Terms the Agency acts as an **“Employment Agency”** as defined in the Conduct Regulations.

3. AGENCY’S OBLIGATIONS

3.1. The Agency will use its reasonable endeavours to Introduce a suitable Candidate to the Client to carry out the role for which the Agency was asked to search for a Candidate; or in the case of a Contingent Search, for the role for which the Candidate is subsequently Engaged. It will do so by taking reasonably practicable steps to:

- 3.1.1. ensure that it would not be detrimental to the interests of either the Client or the Candidate;
 - 3.1.2. ensure that both the Client and Candidate are aware of any requirements imposed on them by law or by any professional body;
 - 3.1.3. confirm that the Candidate is willing to work in the position;
 - 3.1.4. obtain confirmation of the Candidate's identity, and that the Candidate has the experience, training, qualifications, right to work, and any other authorisation which the Client considers necessary, or which may be required by law or by any professional body.
- 3.2. When the Agency Introduces a Candidate to the Client the Agency will inform the Client that they have obtained confirmation of the matters set out in clause 3.1 above. Where such information is not given in paper form or by electronic means it will be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, unless the Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been given to the Client.
- 3.3. Notwithstanding the Agency's obligations under the Regulations, no warranty as to the suitability of any Candidate, or of the validity of any qualification or experience which the Candidate may have or purport to have, can be given by the Agency.
- 3.4. Unless otherwise agreed in writing, the Agency will be entitled (but not obliged) to advertise vacancies in such manner as it will in its discretion deem fit in any and all media.

4. CLIENT'S OBLIGATIONS

- 4.1. The Client will provide the Agency with details of the role which the Client seeks to fill, including the following:
- 4.1.1. the type of work that the Candidate would be required to do;
 - 4.1.2. the location and hours of work;
 - 4.1.3. the experience, training, qualifications, right to work, and any authorisation which the Client considers necessary, or which are required by law or any professional body for the Candidate to possess in order to work in the position;
 - 4.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 4.1.5. the date the Client requires the Candidate to commence the Engagement;
 - 4.1.6. the duration or likely duration of the Engagement;
 - 4.1.7. the minimum rate of Remuneration, expenses and any other benefits that would be offered;

- 4.1.8.the intervals of payment of Remuneration; and
- 4.1.9.the length of notice that the Candidate would be entitled to give and receive to terminate their Engagement with the Client.
- 4.2. Notwithstanding clause 3.1 above, the Client will be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
 - 4.2.1.taking up any references provided by the Candidate before Engaging the Candidate;
 - 4.2.2.checking the Candidate’s right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
 - 4.2.3.the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
 - 4.2.4.satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.
- 4.3. The Client agrees to:
 - 4.3.1.notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;
 - 4.3.2.notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency;
 - 4.3.3.pay the Introduction Fee, to be calculated in accordance with the provisions of clause 5 below.
- 4.4. An Introduction Fee will be charged whether or not the Client knew of the Candidate previously. If, upon Introduction, the Client considers that the Candidate is already known
- 4.5.
to it, it must notify the Agency within 7 days of Introduction. If the Client fails to do so, it will not be able to rely on previous knowledge of the Candidate after the event.
- 4.6. The Client warrants that if another Employment Agency provides the Client with a CV or other relevant information relating to a Candidate Introduced by the Agency, the Client will reject the same unless such other employment agency can show that it has complied with the Regulations and provides the Client with a declaration from the Candidate that it is the sole agency appointed to represent the Candidate.

5. NOTIFICATION AND FEES

- 5.1. The Introduction Fee calculated in accordance with clause 5.3 below is payable if the Client Engages the Candidate within the period of 12 calendar months from the date of (a) the Introduction, (b) the Client's withdrawal of an offer of Engagement or (c) the Candidate's rejection of an offer of an Engagement, (whichever is the later).
- 5.2. The Introduction Fee will be payable within 14 days of the Agency's invoice which will be raised on the day the Candidate commences the Engagement.
- 5.3. The Introduction Fee will be calculated at an amount equal to 20% of the Candidate's Remuneration.
- 5.4. Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 5.3 above based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
- 5.5. Where prior to the commencement of the Engagement the Agency and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 6 calendar months from the date of termination of the agreed period of the fixed term Engagement, the Client will be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than it would have been liable for under clause 5.3 had the Candidate first been Engaged for 12 months or more.
- 5.6. The Client's obligations under this clause 5 will be performed without any right of the Client to invoke set-off, deductions, withholdings, or other similar rights.
- 5.7. In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency or within 3 months of leaving the Agency, the Client will be liable to pay the Agency a fee equivalent to the Introduction Fee calculated in accordance with clause 5.3 above. For the avoidance of doubt, in this circumstance the Client will not be entitled to a refund pursuant to clause 6 below.
- 5.8. Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a **"Third Party Introduction"**. If that Third Party Introduction results in an Engagement of the Candidate by the third party within 12 months of the Agency's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee calculated in accordance with clause 5.3 above. For the avoidance of doubt, in this circumstance neither the Client nor the third party will be entitled to a refund pursuant to clause 6 below.
- 5.9. If the Agency, on behalf of the Client, reimburses a Candidate any travelling or out of pocket expenses in connection with attending an interview with the Client, such costs will be invoiced to, and payable by, the Client in accordance with this clause 5.
- 5.10. VAT is charged at the standard rate on all fees.

5.11. The Agency reserves the right to charge compensation and interest under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date of the invoice until the date of payment. The Agency reserves the right to claim interest, compensation, and reasonable debt recovery costs under the Late Payment of Commercial Debts(Interest) Act 1998 in respect of invoices which are not paid by their date

6. REFUNDS

6.1. If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 12 weeks from the date of commencement of the Engagement; then subject to the terms of clause 6.2 below the Agency will refund all or part of the Introduction Fee (“**the Refund**”) in accordance with the following scale:

Week in which the Engagement terminates	% of introduction fee refunded
1-2 weeks	90%
3-4 weeks	70%
5-8 weeks	40%
9-12 weeks	15%
12 weeks+	0%

6.2. In order to qualify for a Refund, the Client must comply with the following provisions:

6.2.1. The payment terms in clause 5.2 above;

6.2.2. It must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement;

6.2.3. termination is not as a result of redundancy, injury, or ill-health or by reason of discrimination against the Candidate under the Equality Act 2010, or any other circumstances beyond the Candidate’s control;

6.2.4. termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Candidate’s services or terminating employment either without proper cause or with a view to obtaining a refund unfairly.

6.3. There will be no refund where the Candidate’s Engagement is terminated (or the Engagement would have terminated but for any period of garden leave or payment in lieu of notice) during or after the 13th week of the Engagement.

- 6.4. For the purposes of this clause 6 the date of termination of the Engagement will be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.
- 6.5. If the Client receives a Refund but the Candidate is re-Engaged within 6 months from the date of termination, the Client will repay the Refund to the Agency; and the Client will not be entitled to any further Refunds in relation to the re-Engagement of the Candidate.

7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1. For the purpose of this clause 7 the terms “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**Process**” and “**Processing**” will have the meanings prescribed under the Data Protection Legislation.
- 7.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Data Controller, and the Client is the Data Processor.
- 7.3. The subject matter of Data Processing is such Candidate Personal Data as is necessary for the performance of the Terms.
- 7.4. The category of Data Subjects is Candidates and any other individuals Introduced pursuant to the Terms.
- 7.5. The type of Personal Data will include a Candidate’s first and last name, contact information (email, phone, and address), ID data, professional life data, and personal life data (including residency and immigration status).
- 7.6. The Client will, in relation to any Personal Data processed in connection with the performance of its obligations under the Terms Process that Personal Data only on the written instructions of the Agency unless required to do otherwise by applicable law.
- 7.7. At the written direction of the Agency, and automatically on the termination of the Terms, the Client will delete or return Personal Data and copies thereof to the Agency unless required by applicable law to store the Personal Data; provided always that if the Client Engages a Candidate, then such Personal Data may be retained for each such Data Subject until such Engagement has been completed.
- 7.8. The Agency does not consent to the Client appointing any third-party processor of Personal Data under the Terms.
- 7.9. The Client will indemnify the Agency against all loss, liability, damages, costs, third party claims, fees, and reasonable incurred expenses which the Agency and/or any of its Candidates may incur or suffer by reason of any breach of this Clause 7 or the Data Protection Legislation by the Client to the extent that such losses, liability, damages, costs, claims, fees, and expenses are not materially contributed to by the Agency.

7.10.A Candidate's CV is provided in strict confidence to the Client, purely for its information, and only on the basis that its content is not disclosed to any other Person without the Agency's prior written consent; and that the Client does not approach the Candidate's current employer unless or until the Candidate has accepted a written offer of Engagement from the Client.

7.11.The Client consents to the disclosure of information relating to it by the Agency to Candidates.

8. TERMINATION

8.1. Either Party may terminate the Terms without cause by giving the other Party 30 days' prior written notice.

8.2. If either Party terminates the Terms in accordance with clause 8.1 above, any existing Introductions will not be terminated but will continue and remain subject to the provisions of the Terms.

8.3. Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement immediately on written notice to the other Party:

8.3.1. if the other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy, the breach is not remedied within 14 days of the other Party receiving notice which specifies the breach and requiring the breach to be remedied; or,

8.3.2.if the other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver, or receiver is appointed in respect of the whole or any part of the other Party's assets or business, or if the other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

9. LIABILITY

9.1. The Agency will not be liable to the Client for any indirect, special, additional, or consequential loss, injury, damage, expense, or delay incurred or suffered by the Client arising from or in any way connected with an Engagement and, in particular but without limitation to the foregoing, in any way connected with:

9.1.1.the failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;

9.1.2.any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless, or otherwise;

9.1.3.any loss, injury, damage, expense, or delay incurred or suffered by a Candidate.

9.2. The Agency's liability to the Client for any direct loss under the Terms will be limited to the value of the Introduction Fee payable by the Client.

9.3. The Agency's liability to the Client will exclude any implied statutory warranties. The Client agrees that when entering into the Terms it does not do so in reliance on any representation, warranty, or other provision except as expressly provided in the Terms; and that any conditions, warranties, or other terms implied by statute or common law are excluded from the Terms to the fullest extent permitted by law.

10. MISCELLANEOUS

10.1. The Agency reserves the right to review and to revise the Terms upon giving 14 days prior notice to the Client.

10.2. Any notice required or permitted to be given by either Party to the other under the Terms will be in writing addressed to that other Party at its registered office or principal place of business.

10.3. The Agency is not liable for any delay or failure in performance of its obligations to Client where this arises from matters outside its reasonable control or for any reason of Force Majeure.

10.4. The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose will in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions will be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

10.5. No waiver by the Agency of any breach of the Terms by the Client will be considered as a waiver of any subsequent breach of the same or any other provision.

10.6. Except as expressly provided in the Terms a person who is not a party to the Terms will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

10.7. The Terms will be governed by and construed in accordance with the laws of England and Wales.



Signed for and on behalf of the Agency

Print name Andrew Malkin

Date 30/03/2023

Signed for and on behalf of the Client

Print Name

Date _____