



Client Terms of Business

Provision of Permanent & Fixed-Term Resource

We are Human Capital Ventures Limited trading as Human Capital Ventures or HCV (throughout “we”, “us”, “our” and “ours”) Challenge House, Sherwood Drive, Bletchley, Milton Keynes, MK3 6EB including, for the purposes of this agreement, our branch offices and our subsidiary companies (as defined by s.1159 Companies Act 2006) or our associated bodies corporate (as defined by s.256 Companies Act 2006).

You are a Client or potential Client of ours and are the recipient of these Terms of Business (throughout “you”, “your” and “yours”) including, for the purposes of this agreement, an Associate.

Introduction and acceptance

We provide a range of first class services for the introduction of candidates to employers. The terms in this document set out the arrangements and fees for our service, together with the information that we are obliged to collect from you for the benefit of our candidates. Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, these terms apply.

Fee Scale

Where total Remuneration is	Our fee, being a percentage of that total Remuneration, is
below £25,000	17.5%
between £25,000 up to but not including £50,000	22%
between £50,000 up to but not including £75,000	22.5%
£75,000 or above	25%

Rebate Scale

Week (week in which employment ends)	Proportion of Fee
1-4	100% this means that if employment ends during the first four weeks 100% will be rebated
4-8	50% this means that if employment ends during weeks 4-8 50% will be rebated
8-12	25% this means that if employment ends during weeks 8-12 25% will be rebated

SECTION 1 - TERMS & CONDITIONS

Application and capacity

1. These Terms of Business, which are subject to the definitions in Section 2, apply to all dealings between you and us relating to Introductions (but not the supply) of Candidates by us to you or any other services referred to herein. We operate as an Employment Agency (as referred to in the Regulations).

Our general obligations

2. We agree to use our reasonable endeavours to locate Candidates for you in accordance with your Requirements, to make Introductions, to arrange Assignments, and to provide any agreed Additional Services.

Your agreement

3. You agree to accept our Candidate introduction services and you acknowledge and agree the following:

- the Regulations require us to provide specific information to each Candidate in relation to any Requirement; accordingly to enable us to comply with our obligations you must
 - upon issuing a Requirement or as soon as possible thereafter provide the Information to us together with answers to any additional questions that we may raise, and
 - prior to an Assignment notify us of any additional information that may affect the information already provided or which may be relevant to the decision of a Candidate to accept work proposed in the Requirement
- to ensure that all information provided under clause 3(a) is full and accurate
 - in order to achieve a satisfactory outcome, to check that the Candidate is suitable for your purposes and that you are satisfied with the information and confirmations we have provided to you, regardless of our statutory obligations, and you agree in particular
 - regardless of references or information that we provide, to take up your own references for the Candidate and verify the curriculum vitae supplied
 - to ensure that the Candidate has any necessary permit or authority to work for you and comply with asylum and immigration requirements relevant to an employer
 - to explain your requirements to the Candidate promptly on commencement if you have not already done so
 - by reason of your acceptance of clauses 3(a) to (c) we shall not be liable for any loss or damage arising out of any representation made by us in good faith that may have induced you to accept an Assignment, or for any breach of contract, negligence or tort of the Candidate
 - to keep us promptly informed of your intentions in relation to an Engagement of a Candidate throughout an Assignment and/or the Fee Period and any Increase within the first 12 months after the commencement of the Candidate's Engagement together with details of the increased Remuneration. Note - we are entitled to our Fee for an Introduction regardless of the role or tasks to be performed or undertaken by the Candidate

- if you have previous knowledge of a Candidate prior to a first Introduction by us you must notify us in writing within 3 business days of the Introduction together with supporting documentary evidence. In the absence of such notification an Engagement by you shall be deemed to have resulted from and effectively be caused by our Introduction and you waive the right to rely on such previous knowledge as a reason for non-payment of any Fee and our entitlement to a Fee shall not be affected by any fee you pay to any third party relating to the same Candidate; **it is your sole responsibility for checking whether a Candidate has previously been introduced by another party**
- if you are using any Social Media for the purposes of recruitment of persons to fill positions that you have asked us to fill as a Requirement you agree to promptly inform us, and for the avoidance of doubt where we have Introduced a Candidate your decision to Engage the Candidate based on or resulting from the use of Social Media shall not disentitle us to our Fee
- if there is an Engagement you shall within 7 days of our written request provide to us information to enable us to identify the Remuneration and term of the Engagement including details of any renewal or extension of an Engagement or of any new Engagement relating to a Candidate effected within the Fee Period
- where you directly hire a Candidate you are responsible for the health and safety of the Candidate and for ensuring that the conditions of work are at all times suitable for the Candidate and for payment to the Candidate
- unless you have notified us otherwise prior to the commencement of an Assignment you warrant that there are no circumstances relevant to the work, or any aspect of an Assignment, which may result in the Candidate suffering a detriment of any kind.

Fees, rebates and remuneration

4. In relation to fees and rebates the following shall apply:
- wherever there is an Engagement within the Fee Period, or there is an Additional Service, you shall pay the Fee in accordance with the Payment Terms without any deduction, set off or counterclaim, subject only to any entitlement to a Rebate, and for the purposes of our Fee an Engagement during period (a) of the Fee Period as defined is deemed to be as a result of the relevant Introduction regardless of any information relating to the Candidate you may have received from any third party unless you have notified us in accordance with clause 3(f)
 - where you are entitled to a Rebate we agree to make payment to you within 28 days of the date on which all of the Rebate Conditions have been complied with but, for the avoidance of doubt if we have Introduced a replacement Candidate as referred to within the Rebate Conditions you shall not be entitled to a Rebate and we shall not be entitled to charge any further fee
 - you agree to promptly repay any Rebate
 - which is either not properly due to you, or

- (ii) if you re-Engage the relevant Candidate within 12 months of the termination which entitled you to a Rebate
- (d) Remuneration shall be calculated on an annualised basis. If you have not informed us of the full projected sum within 30 days of enquiry from us, or by any later date we raise an invoice, Remuneration shall be deemed to be an amount calculated on the basis of the higher of either the rate payable under the last previous Assignment of any kind that was temporary, or where there has been no such previous Assignment, the highest amount or rate indicated by either you or us as payable for the services sought by you at the time of the Introduction of the relevant Candidate, or the highest amount achievable in the market place for a person of similar experience to work in the position that has been filled, such amount is to be determined by us and based upon appropriate evidence
- (e) except in the case of an Offer, we shall issue an invoice to you for the relevant Fee under each Engagement upon, or as soon as is appropriate after, the commencement of the Engagement, or at any intervals agreed for payment in an Assignment, or at the time agreed in respect of Additional Services, as the case may be, but any delay in issue shall not affect our entitlement to payment in any event
- (f) where an Assignment is a temporary direct hire of a Candidate for a fixed period of less than one year, we may as a concession and at our sole discretion accept that for the purposes of our Fee Remuneration shall be calculated as the actual amount agreed to be paid for the fixed period, provided that,
- (i) you have first notified us in writing prior to the commencement of the Assignment of the term of the fixed period and the full amount payable for that period, and
- (ii) prior to the commencement of the Assignment we have accepted in writing that the Remuneration will be calculated only on the basis of the fixed period, and not on an annualised basis, and
- (iii) the percentage applicable under the Fee Scale shall be that relating to the Remuneration as if it were annualised, and
- (iv) you pay the Fee based on the concession within 7 days of the date of our invoice
- (g) if clause 4(f) applies we shall be entitled to raise a further invoice for a fee calculated on the balance of one year's Remuneration (taking into account the calculation for the fixed period) if there is any extension of the Assignment beyond the term notified under clause 4(f)(i) or if you re-engage the Candidate within 12 months of the beginning of the Assignment, and you undertake to notify us if either of those events occur within 7 days of the occurrence
- (h) wherever there is an Increase we shall be entitled to raise a further invoice for our Fee reflecting the Increase
- (i) in the case of an Offer, Remuneration shall be calculated on the projected sum contained within the Offer – this means that if you withdraw an Offer for any reason other than suitability, to be evidenced by you, we shall nevertheless be entitled to our Fee. We shall be entitled to issue an invoice upon or as soon as is appropriate after your Offer, but any delay in issue shall not affect our entitlement to payment in any event.

Additional provisions

5. It is also agreed that

- (a) for the avoidance of doubt, because at all times we are acting as an Employment Agency unless otherwise stated, where any Additional Service comprises a requirement to advertise, whether for permanent or for contract or temporary workers, we may specify in any such advertisement that we are acting in our capacity as an Employment Agency, but if we are subsequently asked to supply contract or temporary workers such supply shall be on separate terms to these Terms of Business
- (b) we are authorised by you to advertise in any medium we deem appropriate to source Candidates where you have issued a Requirement to us
- (c) where a person we Introduce is provided by or through a company and we have informed you of the existence of the company, we will normally have received an Opt Out Notice; accordingly you acknowledge that we have received an Opt Out Notice unless we inform you otherwise
- (d) whilst at all times we shall act in good faith we give no guarantee or warranty that we will be able to locate any suitable Candidate, or that any Candidate we Introduce is suitable for your purposes at any time
- (e) the date of an Engagement shall in all cases be the earlier of the date of an agreement to Engage or the date of commencement of any services under an Engagement
- (f) we shall advise you of the terms of each Assignment unless you have concluded negotiations with the Candidate direct.

General terms

6. It is also agreed that

- (a) for the avoidance of doubt, during period (a) of the Fee Period there is no implied term that an Introduction be the effective cause of an Engagement and our entitlement to Fees and the clauses related thereto, survive any termination of our service
- (b) all fees are subject to value added tax which will be charged in addition and, for the purpose of calculating our Fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice
- (c) for the avoidance of doubt the creation of an Assignment is not a variation to these Terms of Business, and where times are referred to herein such times are of the essence

- (d) you shall keep any information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time the information was requested
- (e) neither party ("the first party") shall, for the duration of this agreement, directly or indirectly solicit or entice into their employment any person employed by the other party ("the second party") with whom the first party has had any dealings arising from this agreement, without the second party's prior written consent
- (f) you shall at all times comply with all applicable laws and regulations whether in relation to us or the Candidate
- (g) neither we nor our staff shall be liable to you for any loss, damage, delay or compensation of any kind whether in contract or tort, or for any breach of the Regulations by any person other than us, which may arise out of these terms or an Assignment, save to the extent that exclusion of liability is prohibited by law
- (h) you shall indemnify us and keep us fully indemnified against any claims or demands including costs of dealing with the same (i) brought or made by a Candidate, or another business (of any kind) with which we have been dealing in relation to a Requirement, arising from incorrect or incomplete information provided by you to us (ii) arising out of any breach of clause 6(f) or (iii) brought or made by you in relation to a matter under clause 6(g)
- (i) without prejudice to clauses 3(d) and 6(g), our liability shall, in any event other than where liability cannot be limited by law, be in respect of direct losses only, not exceed £1million in any case and be limited to the lower of repayment of our Fee or £100,000
- (j) you agree that the liability terms and limits set out in clauses 3(d), 6(g) and 6(i) are reasonable
- (k) neither you nor we shall divulge to any other party, or use for your or our own benefit, any information capable of being confidential relating to the affairs of your or our business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
- (l) other than for third party rights specifically conferred in or under this agreement or in Special Terms, the Contracts (Rights of Third Parties) Act 1999 is excluded
- (m) each portion of this agreement, defined by punctuation and/or sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force
- (n) any notice under this agreement shall be in writing sent to the addressee at the last known address, fax number or electronic mail address either, respectively, by first class post, or by fax or by electronic mail, and shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission, and in the case of electronic mail on the date electronic confirmation of receipt is received by the sender
- (o) save for any Special Terms the terms set out in the Terms of Business are the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and override any terms proposed by you, and you acknowledge that you have not relied upon any representations made by us that are not set out in these terms; these terms may not be varied except either by us in providing you with a general amendment notice, which will be deemed to apply unless you notify us in writing that you do not accept the amendments within 7 days of receipt of the notice, or by agreement (whether orally or otherwise) and confirmed in writing signed by a director of ours; any terms provided by you to us and included within any request for services shall not apply unless we expressly agree the same in writing signed by a director of ours and no other action by us shall imply acceptance by us of any such terms; no notice of termination by either party shall have any effect other than to end the provision of our services
- (p) you are not entitled to assign this agreement to any other party without our express authority to do so, but we may assign the agreement upon giving notice to you
- (q) the laws of England and Wales govern this agreement and the English Courts shall have sole jurisdiction.

SECTION 2 - DEFINITIONS AND MEANINGS

General definitions

Additional Fee - a fee agreed between you and us for an Additional Service provided by us, and any Expenses

Additional Service - an additional specific service we provide to you, following a request from you, which may be ancillary to or as part of our service as an Employment Agency or which may relate to other business

Assignment - an Engagement negotiated and agreed through us, and of which you have informed us prior to its commencement – NOTE: an Engagement which you do not tell us about in advance is not an Assignment

Associate - a person with whom we conduct business, being (a) a subsidiary company (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) of yours, or (b) a business (whether corporate or unincorporated)

- (i) which is a member of, director of, or partner in, your company or business, or
- (ii) of which you are a member, or director or partner, or

(iii) for which either you, or a representative of yours is authorised by you (whether expressly or impliedly) to, undertake work (other than solely in a professional capacity)

Candidate - any person, whether employed or self-employed, and/or a limited company through which a person is offering services, or a supplier company, in respect of whom or which, or in respect of whose skills or services, information is provided to you by us

End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of that third party

Engagement - any engagement or employment of any description (including as defined by s.13(1)(a) of the Employment Agencies Act 1973) under an Assignment or otherwise, whether direct or indirect, under which a Candidate is due to provide any services for the benefit of you or to an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party, and an Offer, and "Engage", and "Engaged" shall have corresponding meaning

Expenses - any agreed expenses to be paid by you

Increase - any increase in Remuneration, whether or not due to increased hours, within 12 months of commencement of an Engagement

Information - sufficient and accurate information to enable us to seek a Candidate including the role or position to be filled and date for commencement; nature of the work and/or position required; working conditions and location; proposed salary and/or other payment terms; any issues relating to health and safety and steps taken by you to prevent or control risk or information which may affect a decision to accept work; experience and qualifications required for the Candidate; details of any requirements of law or professional bodies and confirmation that you have all necessary licences and consents

Introduction - the provision of information by us or by a Candidate, whether or not such information includes the Candidate's name, that enables you to identify a Candidate or relating to a Candidate, already identified, including all negotiations between you and us relating to a Candidate and "Introduce" shall have corresponding meaning

Offer - an offer to Engage a Candidate communicated either by you, or us at your request, and which is accepted by the Candidate unless, prior to commencement of a contract relating to the Offer, you withdraw the Offer for the reason that you have since come into possession of information which you have provided to us that the Candidate is wholly unsuitable for the position offered by you

Opt Out Notice - a notice of agreement between a person and a company through which that person is supplied that Regulation 32(1-8) of the Regulations does not apply

Payment Terms - under an Assignment or for any other Additional Service you shall pay the Fee within 14 days of the date of our invoice and that in all other cases you shall pay the Fee within 14 days of commencement of the Engagement, the sum due in respect of the Fee being a debt due to us, whether or not we have submitted an invoice. If payment is late you shall pay interest on any overdue sum calculated at the rate of 8% per month and will be liable for all costs associated with recovery of the unpaid debt.

Regulations - the Conduct of Employment Agencies and Employment Businesses Regulations 2003

Remuneration - the total proposed or projected sum (whichever is higher) payable by you or an End User for the benefit of the services of a Candidate under an Engagement calculated in accordance with clause 4(d) together with the value attributable by HM Revenue and Customs, or for the avoidance of doubt, would be attributed by HM Revenue and Customs were the benefit subject to tax in the UK, of all taxable benefits provided under the Engagement, such value in respect of any motor vehicle being not less than £5,000

Requirement - a request from you in any form for an Introduction or other service

Social Media - any electronic means of processing, viewing, obtaining or exchanging information or communications about work seekers through the use of the internet or web based technologies/applications or any telephonic (mobile or otherwise) messaging system, but excluding electronic email programs

Special Terms - specific terms, whether or not referred to as a Specific Additional Agreement (SAA), relevant to a stated Requirement, agreed with you and set out in a Requirement confirmation or an Assignment confirmation and which vary terms applicable only to that Requirement

Terms of Business - the terms herein, which comprise our agreement with you.

Fee definitions

Fee -

(a) the fee you are obliged to pay us in the event of an Engagement, not being a supply by us under different terms relating to the supply of temporary workers or contractors – this is dependent on the type of Engagement as follows:

(i) **for the permanent hire of a Candidate**, namely one that is not agreed by us prior to commencement of the Engagement to be a temporary direct hire of a Candidate, our fee will be calculated in accordance with the Fee Scale with a minimum fee of £2500, save and to the extent that any other scale or terms are stated or agreed by us to apply

(ii) **for the temporary direct hire of a Candidate** other than for a fixed period of less than one year in respect of which we have agreed a concession in accordance with clause 4(f) being one negotiated and agreed with us our fee is an amount based on our current agreed margin charge being a percentage of the weekly or monthly sum that you pay to the Candidate.

(iii) **for an Engagement in any other circumstances**, a fee as if the hire were permanent and the Client shall not be entitled to any pro rata reduction for periods of hire of less than 1 year

(b) **in any event** any Additional Fee

Fee Period - any time

(a) during the later of 12 months after

(i) an Introduction relating to the Candidate concerned, or

(ii) the last Assignment of the Candidate concerned, or

(b) after an Introduction where the Introduction was the effective cause of the Engagement

Rebate - the proportion of the Fee (but not the Additional Fee) we will rebate in accordance with the Rebate Scale if all of the Rebate Conditions apply and your employment of a Candidate ends within 12 weeks of commencement of the employment ("Timescale")

Rebate Conditions -

(a) the arrangement is an Assignment under which the Candidate is employed by you under a contract of service on a basis intended to be permanent, and

(b) the Candidate has not previously been Engaged by you, and

(c) the employment ends within the Timescale by reason of the fact that the Candidate is wholly unsuitable for the position offered by you and accepted by the Candidate, and

(d) you have provided us with full and correct information as to the position sought to be filled in accordance with clause 3(a) in relation to the Candidate, and the position is as described, and

(e) you have first paid the relevant Fee no later than 7 days after the earlier of date of commencement of the employment or the date of our invoice, and

(f) you have notified us in writing of the fact, and date, of termination no later than 3 working days after the earlier of the date of notice of termination given by either party or the date the employment ends and

(g) you have in good faith allowed us to Introduce a suitable replacement Candidate for the same position and we have not, within 10 working days of your notification to us under (f), been able to make such Introduction which leads to an Engagement.