

PREFERRED SUPPLIER AGREEMENT

CONTINGENCY RECRUITMENT

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BETWEEN:

- (1) YOUR COMPANY NAME. Registered Number, 123456789 whose registered address is at YOUR COMPANY HEAD OFFICE.
- (2) **XXXXXXXX (Registered Number _____) whose registered address _____ is _____ at _____ ("the Supplier").**

[PLEASE COMPLETE POINT (2) ABOVE]

INTRODUCTION:

- (A) YOUR COMPANY. has conducted a review of its requirements in the area of recruitment and has established a panel of preferred suppliers to assist in the recruitment of permanent and contract staff for YOUR COMPANY.
- (A) The Supplier is an experienced provider of recruitment services and has been chosen as a preferred supplier to YOUR COMPANY and pursuant to the terms and conditions of this Agreement shall be given the opportunity to identify and/or propose appropriate candidates in order to satisfy relevant YOUR COMPANY staff vacancies as determined by YOUR COMPANY in its sole discretion.
- (B) Supplier acknowledges that its appointment to provide the Services shall be on a non-exclusive basis and YOUR COMPANY reserves the right to engage any number of other suppliers to provide the Services. Such suppliers, including the Supplier, will, at YOUR COMPANY's sole discretion, be part of the preferred suppliers list ("PSL"), as amended by the company from time to time.

DEFINITIONS

In this Agreement the following definitions will apply:

“Act”	As defined in Clause 3.1
“Agreement”	this Preferred Supplier Agreement together with the Schedules and any appendices attached or referred to;
“Affiliate”	any person or entity controlling, controlled by or under common control with such party; i.e. control of an entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the forgoing, any entity owning more than 50% of the voting securities of a second entity shall be deemed to control that second entity
“Base Salary”	the gross annual sum payable to any Candidate accepting a position within YOUR COMPANY in the first 12-month period of employment, but not including any cash or stock bonus payment, commission, severance payments, allowances, overtime payment, monies paid to buy out unvested stock or other deferred compensation from Candidate’s prior employer, or other benefits;
“Candidate”	any individual in respect of whom the Supplier provides the Services;
“Commencement Date”	the date this Agreement is signed by both parties;
“Day”	calendar day;
“Default”	any breach of the obligations of either party or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject of this Agreement;
“Director”	A member of YOUR COMPANY’s board of directors

Dispute	Any dispute, difference or question of interpretation arising out of or in connection with this Agreement, (including any dispute regarding pre-contractual negotiations, the existence, validity or termination of this Agreement or the consequences of non-existence or invalidity of this Agreement) whether contractual or non-contractual
Dispute Resolution Procedure	The procedure set out in clause 21 and the attached schedules
"Expiry Date"	the date of termination of this contract;
"Europe"	the EU, the EEA, Switzerland and such other regions and territories as may from time to time constitute areas recognised as falling within the purview of the UK Human Resources Department of YOUR COMPANY.
"Fee(s)"	the Professional Fees, collectively or each individually, (as described in Clause 8.0) as limited or adjusted by Clauses 16.0 (Refunds), 8.3 (Speculative Approaches) or 8.4 (Referrals and Team Hires);
"Good Industry Practice"	in relation to any undertaking and any circumstances, the exercise of a degree of skill, diligence, prudence and foresight which would reasonably be expected from a highly skilled and experienced person engaged in the same type of undertaking and of the same or similar circumstances;
"Hiring Manager"	the Manager at YOUR COMPANY with authority to recruit and make offers for the Position or any other position
"Initial Offer"	an Offer made to a Candidate in relation to a specific Position;
"Introduction"	an approach to YOUR COMPANY by the Supplier with details of a potential Candidate (defined as a CV or candidate profile);

"Losses"	all losses, claims, liabilities, costs, charges, expenses and damages of any kind irrespective of whether they were reasonably foreseeable or avoidable;
"Named Approach(es)"	any communication regarding a Candidate or potential Candidate initiated by YOUR COMPANY where that Candidate or potential Candidate is identified by name by YOUR COMPANY and further communication involving the Supplier results from or is subsequent to that identification;
"Offer"	a written offer of employment with YOUR COMPANY made to any Candidate by YOUR COMPANY
"Position"	any vacancy within YOUR COMPANY;
"Professional Fees"	the professional fees payable by YOUR COMPANY described in Clause 8.0 as may be limited or adjusted by Clauses 10.0 (Refunds), 8.4 (Speculative Approaches) or 8.5 (Referrals and Team Hires);
"PSL"	the preferred supplier list maintained by YOUR COMPANY in relation to its recruitment needs;
"Representatives"	those individuals appointed by both YOUR COMPANY and the Supplier to manage each search engagement and whose contact information is detailed in a Proposal Letter;
"Resourcing Department"	the TA Partner and his / her team of colleagues in the Human Resources Department of YOUR COMPANY;
"Resourcing Partner"	The designated contact within the Resourcing Department
"Services"	the services to be provided by the Supplier pursuant to the Agreement as detailed in Schedule 1;

“Service Level(s)”	the contracted minimum level(s) of service detailed in Schedule 2
“Site(s)”	the location(s) at which YOUR COMPANY requires the Services to be provided from time to time;
“Speculative Approach”	a communication, approved by YOUR COMPANY in advance pursuant to Clause 8.4 of this Agreement, regarding details of a Candidate or potential Candidate initiated with YOUR COMPANY other than in response to a specific vacancy.
“Subcontractor”	an individual, partnership or corporate body who has a contract with the Supplier to provide part of the Services approved by YOUR COMPANY in accordance with Clause 18 (Subcontractors);
“Subsequent Offer”	an Offer made to, and accepted by, a Candidate to whom an Initial Offer was not made;
“Team Hire Cap”	the cap on the total of Fees payable by YOUR COMPANY in respect of designated team hires as described in Clause 8.5 (Referrals and Team Hires) as may be further limited or adjusted by Clauses 10 (Refunds) or 8.4 (Speculative Approaches);
“Term”	initially the period between the Commencement Date and the Expiry Date and subsequently any successive extension of this Agreement;
“the Regulations”	The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time).

INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) reference to the singular includes the plural and vice versa, and reference to a gender includes the other gender;
- (b) references to a statutory provision include a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either party, the parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances;
- (c) the headings in this Agreement are for ease of reference only and shall not affect its interpretation;
- (d) references to 'include' shall be construed as a reference to "including without limitation"; and
- (e) in the event that and to the extent only of any conflict between the clauses of this Agreement and the Schedules, the Schedules shall prevail.

IT IS AGREED:

1 TERM

This Agreement shall be deemed to take effect from the Commencement Date. Unless terminated earlier by either party in accordance with the provisions of this Agreement (Clause 13 - Termination) it shall continue until the Expiry Date when (unless YOUR COMPANY has given the Supplier 30 days' written notice of its intention to renew the Agreement for a further twelve months) it shall expire.

2 EQUAL OPPORTUNITIES

- 2.1 YOUR COMPANY is an equal opportunities employer and does not discriminate on the basis of age, race, nationality, ethnic or national origin, religious or philosophical belief, gender, sexual orientation, disability, marital status, or any other basis that is prohibited by law.
- 2.2 YOUR COMPANY requires the Supplier when performing the Services to provide assistance to YOUR COMPANY in achieving its ambition of continuing to maintain a diverse workforce in which ability is the sole determining factor governing career advancement.
- 2.3 During the period of this Agreement and when performing the Services, the Supplier warrants that it will not victimise, harass or discriminate against any employee of either party to this Agreement or any Candidate or potential Candidate due to their age, race, nationality, ethnic or national

origin, religious or philosophical belief, gender, sexual orientation, disability, marital status, or any other basis that is prohibited by law.

3 DATA PROTECTION

- 3.1 Without prejudice to the generality of its obligations, the Supplier shall and shall procure that its employees, agents and subcontractors shall comply at all times with its and/or their obligations under the Data Protection Act 1998, GDPR or any legislation that replaces it in whole or in part and any other legislation relating to the protection of personal data including the data protection principles set out in the Act and with the guidelines and guidance notes issued from time to time by the Information Commissioner (and any successor) and all other relevant authorities (the "**Act**").
- 3.2 The Supplier shall, prior to an Introduction, obtain (and make available to YOUR COMPANY on request) written consent from a Candidate, for YOUR COMPANY to record, process, use, store and disclose personal data and sensitive personal data relating to the Candidate whether within or outside the Europe for a period of 12 months, after which the Candidate may be asked by YOUR COMPANY to extend such consent for any additional period of time.
- 3.3 YOUR COMPANY shall accept no liability for any loss or damage occasioned through the failure of the Supplier to obtain such consent. The Supplier indemnifies YOUR COMPANY against all and any Losses arising from any failure by the Supplier to obtain such consents.
- 3.4 The Supplier acknowledges that YOUR COMPANY has implemented an on-line e-recruiting portal and, on YOUR COMPANY's request, the Supplier shall promptly and at its own cost co-operate with YOUR COMPANY to work with such on-line e-recruiting portal in such manner as YOUR COMPANY may reasonably instruct, subject to the Supplier's ability to satisfy all applicable technical requirements, which it will use all reasonable commercial endeavours to achieve. Such assistance will include requiring any Candidates to sign YOUR COMPANY's standard form notification and consent letters in relation to data protection issues relevant to the online e-recruiting portal.

4 DETAILS OF ENGAGEMENT

- 4.1 With effect from the Commencement Date and until the Expiry Date or earlier termination of this Agreement, YOUR COMPANY hereby agrees to engage the Supplier to provide the Services from time to time and the Supplier hereby agrees to provide the same.

- 4.2 In consideration of the provision of the Services on the terms of this Agreement, YOUR COMPANY shall pay the Fees to the Supplier according to the terms outlined in Clause 8.
- 4.3 The Supplier acknowledges that YOUR COMPANY is under no obligation to obtain the Services from the Supplier.
- 4.4 Any offer which YOUR COMPANY may decide to make to a suitable Candidate (after YOUR COMPANY has satisfied itself (whether by means of interview or other formal assessment process) as to the Candidate's suitability for the Position) will be communicated directly by YOUR COMPANY to the Candidate. The Supplier shall not communicate any package and/or potential Offers to any Candidate without written consent from YOUR COMPANY. YOUR COMPANY shall retain the right to withdraw an Offer at any time, for any reason, at its sole discretion.
- 4.5 All Offers shall be subject to authorisation by the relevant Director. In the event that a YOUR COMPANY line manager makes an Offer or is perceived to have made an Offer on behalf of YOUR COMPANY, this offer is not valid until such time as the talent acquisition team communicates approval of the Offer to the Supplier.
- 4.6 The Supplier acknowledges that all Offers are conditional and subject therefore to the Candidate obtaining necessary work permits or visas (if appropriate) and to YOUR COMPANY's receipt of satisfactory references for the Candidate.
- 4.7 The Supplier shall inform YOUR COMPANY immediately after it becomes aware that a Candidate is not interested in pursuing an Offer from YOUR COMPANY and wherever possible, it shall inform YOUR COMPANY of the reasons why such Candidate is not interested.
- 4.8 YOUR COMPANY reserves the right in its sole discretion to add or delete Suppliers to or from the PSL, at any time.
- 4.9 The Supplier shall indemnify and keep YOUR COMPANY fully indemnified against all and any Losses incurred or suffered by YOUR COMPANY as a result of or in connection with any breach of this Agreement by the Supplier.

5 SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier shall, in performance of its duties hereunder at all times, act in accordance with any instructions issued by YOUR COMPANY. For the avoidance of doubt, the Supplier shall not, without the prior written consent of YOUR COMPANY:
 - (a) provide any Candidate with any details of any position that does not at that time exist; or

- (b) provide any Candidate with any information with regard to any Offer (whether potential or actual) from YOUR COMPANY to any other Candidate;
- (c) make any Offer or present as an element of any Offer (whether verbal or in writing) to any Candidate in relation to any Position without prior notification of this in writing by YOUR COMPANY; or
- (d) contact YOUR COMPANY line managers directly.

6 YOUR COMPANY'S OBLIGATIONS

- 6.1 YOUR COMPANY undertakes to promptly comply with any reasonable request by the Supplier for information as may be necessary for the Supplier to perform the Services. However, YOUR COMPANY's compliance with any request for information is subject to any internal rules and requirements and subject to the observance by the Supplier of its confidentiality obligations under this Agreement.
- 6.2 The Supplier shall give YOUR COMPANY reasonable notice of any information it requires in accordance with this Clause 6.
- 6.3 YOUR COMPANY agrees to notify the Supplier promptly in the event any Candidate accepts any Offer, such notification to include details of salary, guaranteed bonus and other relevant associated benefits or terms.

7 MARKET INFORMATION

- 7.1 Subject to Clause 7.2 and 7.3, the Supplier shall, at no cost to YOUR COMPANY, provide YOUR COMPANY with such information relating to the recruitment market as YOUR COMPANY may reasonably require from time to time.
- 7.2 In the event that any information requested by YOUR COMPANY pursuant to this clause 7 would result in material expenditure on the part of the Supplier, the Supplier shall notify YOUR COMPANY of this fact in advance of providing the information requested and the parties shall agree on a course of action.
- 7.3 Nothing in this Clause 7 shall detract from the obligation of the Supplier to provide, at no cost to YOUR COMPANY, such information or reports relating to the Services as may be agreed

8 FEES

8.1 In order to be entitled to the fee outlined in Clause 8.2, the following requirements must be met by the Supplier:

(a) YOUR COMPANY has employed a Candidate introduced by the Supplier for a specific permanent, temporary or contract position. The Supplier acknowledges that it is not contractually entitled to a fee in the event that a candidate is hired for a vacancy other than a specific vacancy for which the Supplier introduced the Candidate. When a Candidate is hired for a vacancy other than for a vacancy for which the Supplier introduced the Candidate, it shall be left to the sole discretion of YOUR COMPANY whether to pay a fee.

(b) the Supplier has properly submitted the candidate via the online portal, pursuant to the terms of this Agreement, and in conformance with the requirements set forth in Schedule 1 and Schedule 2.

(c) the Supplier was the first entity or individual (including other PSL suppliers or employees or contractors of YOUR COMPANY) to submit the Candidate's CV for the position. If the Candidate's CV is properly submitted by two or more entities or individuals for a specific position, only one fee shall be payable to the individual or entity that was the first to submit the CV. Time of submission shall be defined as the time and date recorded on the online portal. If it is determined by YOUR COMPANY (in its sole discretion) that Supplier has not met or briefed a Candidate before such Candidate's details are submitted to YOUR COMPANY, then YOUR COMPANY (in its sole discretion) may elect to award the fee to the entity or individual that subsequently submitted the Candidate.

8.2 The sum of Professional Fees payable to the Supplier by YOUR COMPANY in connection with any Candidate who accepts an Offer and commences work with YOUR COMPANY will be:

Hiring Status	Fee	Charged on
Permanent Employee	%	Base salary
Fixed Term Contract Employee	%	Base salary for term

Consultants & Contractors	All-in-rate included in agency fee	Per day
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8.3 No additional Fees or payments of any other kind shall be payable by YOUR COMPANY to the Supplier in the event that a Candidate introduces any other individual to YOUR COMPANY or its Affiliates, whether or not any Offer is made to or accepted by such individual.

8.4 For the avoidance of doubt, in the event that:

- (a) YOUR COMPANY does not make an Offer to a Candidate, or
 - (b) YOUR COMPANY withdraws an Offer from the Candidate, or
 - (c) YOUR COMPANY makes an Offer to a Candidate more than 3 months after the Supplier has put forward the Candidate for interview for any Position, or
 - (d) the Candidate rejects an Offer from YOUR COMPANY, or
 - (e) the Candidate withdraws his/her acceptance of an Offer;
 - (f) the Supplier was not the first entity or individual to refer the Candidate to YOUR COMPANY (including referrals through YOUR COMPANY's employee referral program); or
 - (g) Supplier fails to meet the Requirements of Clause 8;
 - (h) the Candidate accepts an offer of employment and then withdraws before start date or fails to start then YOUR COMPANY shall not be liable to pay any of the Fees under this section of the Agreement.
- 8.7 If the parties agree to the provision of additional services by the Supplier which are beyond the scope of this Agreement and for which a fee is payable, the terms governing the provision of such services shall be separately agreed in writing between the parties.

9 INVOICING

Invoices shall be submitted to the accounts team. The Supplier shall not submit invoices to any other department within YOUR COMPANY. Upon receipt of a correct and undisputed invoice, YOUR COMPANY shall endeavour to pay the Supplier the Fees within 30 days of the Candidate's first date of employment

- 9.1 For a permanent hire, the Supplier will issue a tax invoice to YOUR COMPANY for the Fee on the date that the Candidate commences work or employment with YOUR COMPANY.
- 9.2 For a temporary hire, the Supplier will issue a tax invoice to YOUR COMPANY for the Fee at the end of the month relating to the work.
- 9.3 YOUR COMPANY must pay the full amount due to The Supplier within thirty (30) days of the date of any tax invoice issued by The Supplier.

The Supplier must invoice YOUR COMPANY with itemised invoice to include at a minimum the following details:

- Candidate's Name
- Hiring Manager's Name
- Total Base Salary
- Candidate's start date
- Fees description
- A breakdown of the amount invoiced

10 REFUNDS

- 10.1 The Supplier shall not be liable to refund any proportion of the Fee to YOUR COMPANY in the event that the employment of the relevant Candidate is terminated due to redundancy or the Candidate's poor health.
- 10.2 If termination occurs YOUR COMPANY will be refunded an amount of the Fee paid to the Supplier, in accordance with the rebate terms stipulated below:

Hiring Status	Fee %
0-4 weeks	100%
4-8 weeks	75%
8-12 weeks	50%

11 NON-SOLICITATION

During the term of this Agreement and any subsequent term and for the period of 12 months after the later of (i) completion of its last assignment pursuant to this Agreement and (ii) the date of termination of this Agreement, the Supplier agrees that neither it nor any of its Affiliates shall directly or indirectly approach, solicit, recruit, induce, make or procure the making by any third party of any offer of employment or attempt to do or facilitate any of the foregoing in relation to any employees of YOUR COMPANY including for the avoidance of doubt any Candidate(s) in respect of whom the Supplier provided the Services under this Agreement.

12 CONFIDENTIALITY AND PUBLICITY

- 12.1 Subject to the provisions of Clause 12.2, the parties undertake at all times to keep confidential and not to use or to disclose to any third party without the other party's prior written consent any trade or business secrets, the details of any Offer or of any Candidate, or similar confidential information supplied by the other party or obtained as a result of this Agreement (or any discussions prior to execution of this Agreement) or the other party's business, technology and customers. The parties accept that such information is valuable and secret, and that unauthorised disclosure of such information would be likely to cause the other party unquantifiable loss and damage. Disclosure of such information to the parties' own employees and subcontractors shall be only on a 'need to know' basis.
- 12.2 Notwithstanding Clause 12.1, YOUR COMPANY may disclose details of any Offer, of any Candidate or any related matters, at any time, in connection with its internal due diligence into the suitability of a Candidate for a Position.

- 12.3 The Supplier will not pass to any of its Affiliates any information relating to employees, officers or contractors of YOUR COMPANY that it obtains in the course of providing the Services pursuant to this Agreement.
- 12.4 The Supplier will require any Candidate to treat as confidential, any information obtained in the course or context of the recruitment process.
- 12.5 Nothing contained in this Clause shall apply to prevent a party from disclosing any information:
- a) already in its possession (with full right to disclose) prior to receiving it from the other party; or
 - b) which is public knowledge other than by breach of this Clause; or
 - c) which it may independently develop or receive from a third party (with full right to disclose); or
 - d) which is required to be disclosed by court order, legal or regulatory obligation.
- 12.6 The Supplier undertakes (except as may be required by law or in order to instruct professional advisers in connection with this Agreement) not to disclose or permit disclosure of any details of this Agreement or any information concerning or relating thereto to the news media or any third party other than subcontractors, or to disclose that YOUR COMPANY is a customer of the Supplier or use YOUR COMPANY's and/or their Clients name and / or brand in any promotion or marketing or announcement of orders, without in each case the prior written consent of YOUR COMPANY and/or their Clients as applicable.
- 12.7 The parties agree not to remove and to ensure that their own employees and/or subcontractors shall not remove from the other's premises any materials, documents, books, papers, discs, tapes or other records (in whatever medium) including electronic versions or other items or copies thereof being the property of the other party or in the possession of the other party and used, prepared or produced pursuant to this Agreement or otherwise unless they or their employees and/or subcontractors have been expressly authorised to do so in writing by the other party.

13 TERMINATION

- 13.1 Either party may terminate this Agreement without cause by giving the other party thirty (30) days' notice in writing.
- 13.2 Either Party may terminate this Agreement forthwith by notice in writing to the other party where the other party:

- (a) has committed a material breach of this Agreement which is (in the reasonable opinion of the party not in breach) incapable of remedy or which, following written notification of such breach by another party, the party at fault fails to remedy within 21 days; or
 - (b) has breached Clause 11 (Non-solicitation) or Clause 12 (Confidentiality and Publicity) of this Agreement; or
 - (c) In YOUR COMPANY's case only, there is a change in the ownership, conduct or management of the Supplier;
- 13.3 Either party may terminate this Agreement forthwith by notice in writing to the other party when the other party is unable to pay its debts as they fall due or if any action, application or proceeding is made with regard to it for:
- a) a voluntary or involuntary appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
 - b) its winding-up or dissolution;
 - c) any similar action, application or proceeding in any jurisdiction to which it is subject.

14 CONSEQUENCES OF TERMINATION

- 14.1 Termination in accordance with Clause 13 (Termination) shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 14.2 On termination of this Agreement the Supplier shall immediately deliver up to YOUR COMPANY all property belonging to YOUR COMPANY which may be in the possession of, or under the control of the Supplier.
- 14.3 To the extent that any of the property referred to in Clause 14.2 is in electronic form and contained on non-detachable storage devices, the Supplier shall provide YOUR COMPANY with unencrypted copies of the same on magnetic media and shall irretrievably destroy and delete copies so held with such destruction confirmed to YOUR COMPANY in writing.

15 INSURANCE

- 15.1 The Supplier agrees that during the term of this Agreement and for a period of one (1) year following its termination, it will maintain in force professional indemnity insurance coverage up to a limit (for any single event or series of related events in a single calendar year) of no less than 1,000,000 GBP.

15.2 The Supplier shall, at YOUR COMPANY's request, produce copies of such insurance policies.

15.3 If the Supplier fails to take out and maintain the insurance required under this Clause 15, then YOUR COMPANY may itself insure against such risks and any sums paid by YOUR COMPANY in respect of premiums for such insurance shall be deducted from any Fees due to the Supplier under this Agreement or may be recoverable as a debt from the Supplier.

16 LIABILITY

16.1 Neither party excludes or limits liability to the other party for death or personal injury or fraud.

16.2 Subject always to Clause 16.1, the liability of either party for each Default or series of related Defaults that occur in any twelve (12) month period ("Period") shall not exceed 125% of the Fees paid or payable under this Agreement during the Period. The Period(s) shall be measured from the Commencement Date and thereafter for each anniversary of the Commencement Date.

16.3 Subject to Clause 16.1, and except as provided in Clause 16.4, in no event shall either party be liable to the other for indirect, special or consequential loss or damage including without limitation, loss of business, revenue, goodwill or anticipated savings of an indirect nature.

16.4 If for any reason the exclusion of liability in Clause 16.3 above is void or unenforceable, either party's total liability for all loss or damage under this Agreement shall be as provided in Clause 16.2.

16.5 Without prejudice to its obligations arising under this Agreement, the Supplier shall not be liable for the conduct or job performance of any Candidate who accepts an Offer from YOUR COMPANY.

16.6 Nothing in this Clause shall be taken as limiting the liability of the Supplier in respect of Clause 12 (Confidentiality and Publicity).

17 FORCE MAJEURE

17.1 Neither party shall be liable to the other for any delay in performance or failure to perform its obligations in accordance with this Agreement where such delay or failure is due to circumstances beyond its control, such circumstances including but not restricted to fire, flood, government act, act of God and legislative constraints ("Force Majeure Event").

- 17.2 If a Force Majeure Event continues for a period of more than thirty (30) days, either party may terminate this Agreement by giving not less than seven (7) days written notice to the other.

18 SUBCONTRACTORS

- 18.1 The Supplier shall not subcontract any of its obligations under the Agreement except with YOUR COMPANY's prior written consent.
- 18.2 Where YOUR COMPANY consents to the Supplier engaging a Subcontractor the Supplier shall be liable for all acts or omissions of any Subcontractor as if the Supplier had committed or omitted the same itself, and shall indemnify YOUR COMPANY against all and any Losses incurred by YOUR COMPANY in connection with any such acts or omissions.

19 WARRANTIES

- 19.1 The Supplier warrants and undertakes to YOUR COMPANY that:
- (a) For the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 it is acting in the capacity of an employment agency.
 - (b) the Supplier has full capacity and authority to enter into and perform this Agreement and that this Agreement is executed by a duly authorised representative of the Supplier;
 - (c) the Supplier will discharge its obligations under this Agreement with all due skill, care, timeliness and diligence in accordance with Good Industry Practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures and with the Standard of Conduct and Guidelines and Code of Ethics of the Recruitment & Employment Confederation(REC);
 - (d) that any of the Supplier's employees, agents and Subcontractors which are selected to provide the Services shall possess the appropriate skills and will be sufficiently experienced, efficient and qualified to perform the tasks designated to them in accordance with this Agreement;
 - (e) in relation to each Candidate it will exercise due diligence in screening resumes and further warrants that all documents forwarded to YOUR COMPANY will be free of known misrepresentations;
 - (f) while at the Site(s) or on YOUR COMPANY's premises the Supplier's employees, agents and Subcontractors shall conform to YOUR COMPANY's work and security regulations and health and safety policy from time to time;

- (g) the Supplier shall comply with all legislation and regulations applicable to the provision of the Services ;
- (h) the Supplier shall perform its obligations under this Agreement in accordance with the Service Levels, in a timely manner and in accordance with YOUR COMPANY's reasonable instructions from time to time;

20 GENERAL

- 20.1 The Supplier is acting, in the performance of this Agreement, as an independent contractor and for the purposes of the Regulations, as an employment agency. The Supplier and YOUR COMPANY acknowledge and agree that this Agreement shall not constitute, create or give effect to a joint venture, pooling arrangement, principal / agency relationship, partnership or formal business organisation of any kind and neither the Supplier nor YOUR COMPANY shall have the right to bind the other without the other's express prior written consent.
- 20.2 Neither the Supplier nor its personnel shall assume any obligation on behalf of YOUR COMPANY or make any representations on behalf of YOUR COMPANY and/or their Clients or bind YOUR COMPANY and/or their Clients in any way. Neither the Supplier nor its personnel shall in any way represent itself or themselves as the agent(s) of YOUR COMPANY and/or their Clients.
- 20.3 No failure, delay, relaxation or forbearance on the part of either party in exercising any power or right under this Agreement shall operate as a waiver of such power or right.
- 20.4 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provisions eliminated. In the event that a provision of this agreement that is fundamental to the accomplishment of the purpose of the Agreement is held invalid, the Supplier and YOUR COMPANY shall immediately commence good faith negotiations to remedy such invalidity.
- 20.5 The provisions of Clause 10 (Refunds), Clause 8.4 (Speculative Approaches), Clause 8.5 (Referrals), Clause 11 (Non-Solicitation), Clause 16 (Liability), Clause 15 (Insurance), Clause 12 (Confidentiality), Clause 14 (Consequences of Termination) and Clause 22 (Governing Law), shall survive termination, cancellation or expiry of this Agreement.
- 20.6 This Agreement may be amended in any way and to any degree by YOUR COMPANY on thirty (30) days' notice or any other period of notice as may reasonably be specified by YOUR COMPANY to the Supplier. The Supplier's

sole remedy under this Clause 20.7 is the right to terminate the Agreement in accordance with Clause 13.2. Termination by the Supplier under this Clause 20.7 shall not in itself give rise to any liability on the part of YOUR COMPANY on any basis whatsoever.

20.7 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and shall take precedence over any standard terms or conditions of business of the Supplier or any existing agreements or terms between the parties.

21 DISPUTE RESOLUTION

The Supplier and YOUR COMPANY shall first attempt to resolve any dispute between them arising out of, or in relation to, this Agreement in accordance with the schedules.

Nothing in this clause 21 or the attached schedules shall prevent either party from seeking urgent relief before the courts.

22 THIRD PARTIES

None of the provisions of this Agreement are intended to confer a benefit on or be enforceable by any third parties either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts. Each party hereto agrees to a waiver of jury trial in any dispute arising under this Agreement.

24 NOTICES

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

- i. by registered post - 48 hours after mailing;
- ii. by hand delivery - immediately upon receipt by the recipient.
- iii. by email followed by a hard copy - immediately upon sender's receipt of an acknowledgment from the intended recipient (such as by the "return

receipt requested” function, as available, return email or other written acknowledgement).

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Supplier

YOUR COMPANY

Addressee:

Addressee:

Email Address:

Email Address:

Either party may, by a notice given in accordance with this clause change its address (including email address) or facsimile number for the purpose of this clause.

IN WITNESS WHEREOF the duly authorised executives on behalf of the parties shall set their hands the day and year first above written.

For and on behalf of

YOUR COMPANY LIMITED

Signature

Name (capitals)

Title

Date

For and on behalf of

SUPPLIER NAME

Signature

Name (capitals)

Title

Date

Expiry Date

The Service Levels

The Supplier shall provide the Services in accordance with the following service level requirements of YOUR COMPANY "the Service Levels":

1. All potential Candidates are to be thoroughly interviewed by the Supplier and as appropriate and as requested by YOUR COMPANY, skills tested by use of appropriate evaluation tools. YOUR COMPANY reserves the right to implement random checks to ensure that the Supplier adheres to the expected interview standards and that all Candidates have been thoroughly briefed.

2. The Supplier shall ensure that Candidates are fully briefed in relation to any Position in relation to which their details are to be provided to YOUR COMPANY (including details in relation to the department of YOUR COMPANY in which the Position is based) and shall ensure that such Candidates agree in advance to the provision of such details by the Supplier to YOUR COMPANY, in particular in relation to Data Protection (Clause 3).
3. The Supplier shall ensure all Candidates are briefed on YOUR COMPANY's policy regarding Confidential Information by including YOUR COMPANY's statement on Confidential Information in any interview confirmation(see Addendum 2)
4. The Supplier shall, where it is aware of the same (as to which Supplier agrees to use its reasonable commercial endeavours to ascertain), inform YOUR COMPANY promptly in each case in as much detail as possible of any prior application to YOUR COMPANY made by a Candidate or potential Candidate, whether via that Supplier or otherwise.
5. Given the sensitivity of and type of recruitment envisaged by this Agreement, the Supplier acknowledges the requirement for discretion and confidentiality at all stages of the recruitment process and will ensure that all approaches to Candidates are conducted appropriately.
6. The Supplier shall notify YOUR COMPANY immediately in writing on becoming on each occasion aware of any Candidate receiving another offer of employment from a third party.
7. The Supplier shall keep YOUR COMPANY informed of developments in relation to other job opportunities being pursued by Candidates.
8. The Supplier shall ensure that all communications to YOUR COMPANY, in whatever form, are clear, accurate and given in a timely manner.
9. The Supplier shall inform YOUR COMPANY in writing immediately upon becoming aware of any actual or potential conflicts of interests.
10. The Supplier shall only make Speculative Approaches where a candidate is considered to have a highly relevant and sought after skill set. Consistent abuse of this method of introduction may result in Termination of this contract.
11. The Supplier shall provide the services in accordance with;
 - 11.1 the Service Level Agreement
 - 11.2 the Agency's own established procedures and practices
 - 11.3 the YOUR COMPANY Policies
 - 11.4 the Dispute Resolution Procedure
12. If the Agency fails to provide the Services or to comply with the obligations in accordance with this Agreement, YOUR COMPANY may, without prejudice to its

other rights, require the Agency to re-perform the Services or to comply with its obligations without additional charge.

ADDENDUM 2

Candidate Notification Statement regarding Confidential Information

YOUR COMPANY is aware that during the interview process you may hear or see confidential information which belongs to YOUR COMPANY. You are required to keep this information to yourself and not to disclose it to anyone including any recruitment consultant with whom you may be engaged. Similarly YOUR COMPANY requests that you do not disclose any confidential information about your current employer or other third party to YOUR COMPANY.