



**GLOBAL TALENT 2020 LIMITED  
SERVICES CONFIRMATION**

**IMPORTANT NOTICE**

**EXECUTING THIS AGREEMENT WILL CREATE LEGALLY BINDING OBLIGATIONS BETWEEN GLOBAL TALENT 2020 LIMITED AND THE CLIENT TO WHOM THE RECRUITMENT SERVICES ARE BEING PROVIDED. IF YOU ARE IN ANY DOUBT WHATSOEVER ABOUT THE TERMS OF THIS AGREEMENT OR THE POTENTIAL CONSEQUENCES OF ENTER WE STRONGLY URGE YOU TO TAKE INDEPENDENT LEGAL ADVICE**

Client	
Position vacant	
Effective Date of engagement	

This Services Confirmation, together with the Terms and Conditions attached forms the entire Agreement between Global Talent 2020 Limited and the Client in respect of the Recruitment Services.

***Accepted and agreed by [ ] on behalf of Global Talent 2020 Limited***      ***Accepted and agreed by [ ] on behalf of [ ]***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS OF BUSINESS IN RELATION TO THE INTRODUCTION OF CANDIDATES FOR PERMANENT & FIXED TERM CONTRACT POSITIONS

### 1 Acceptance of terms and conditions

The Client will be deemed to have accepted and agreed to the terms and conditions in this Agreement (which will prevail over any other terms and conditions put forward by the Client), when any of the following events occurs:

- 1.1 the Company Introduces a Candidate; or
- 1.2 the Client, or a third party acting on the Client's behalf, interviews a Candidate; or
- 1.3 the Client, or a third party acting on the Client's behalf, forwards or supplies a Candidate's curriculum vitae or other details of the Candidate to a third party with a view to that third party or any other third party engaging the Candidate in employment or the supply of services; or
- 1.4 the Client Engages a Candidate in any capacity; or
- 1.5 a Candidate begins work for the Client in any capacity; or
- 1.6 the Company provides any of the Recruitment Services to the Client.

### 2 Definitions and Interpretation

#### 2.1 Definitions

In this Agreement, the following words will have the following meanings:

**"Affiliate"** in relation to a Party, any person that Controls, is Controlled by, or is under common Control with that Party;

**"Agreement"** the body of, and the Schedule to, this agreement which together contain these terms and conditions;

**"Business Day"** a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Edinburgh are open for business;

**"Candidate"** a person, whether or not an employee of the Company, Introduced by the Company to the Client to be considered for an Engagement;

**"Claim(s)"** all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, delict or otherwise);

**"Client"** any person, firm or company to whom the Company provides advice or information with a view to that person, firm or company Engaging or otherwise employing a Candidate, or any person, firm or company to whom a Candidate is Introduced by the Company;

**"Company"** Global Talent 2020 Limited incorporated in Scotland under the Companies Acts (Registered Number SC657001) and having its registered office at 22 Stafford Street, Edinburgh, EH3 7BD;

**"Control"** in relation to a Party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to

vote or to distribution of profits of that Party, as the case may be and the terms "**Controlled**" or "**Controls**" shall be construed accordingly;

"**Data Protection Legislation**" for the purposes of this Agreement, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and any other laws applicable in the United Kingdom or the European Union from time to time that relate to data protection, privacy or the use of information relating to individuals including the Data Protection Act 2018;

"**Engage(s) (or Engagement or Engaged)**" the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client or its Affiliate, and the terms "**Re-engages**" and "**Re-engagement**" shall be construed accordingly;

"**Introduce (or Introduction or Introducing or Introduced)**" the provision to the Client by the Company of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not the Client had knowledge of that Candidate before the Introduction;

"**Introduction Fee**" the Introduction Fee calculated according to the Schedule;

"**Losses**" all losses including, without limitation, financial losses, damages, legal costs and other expenses of any nature whatsoever;

"**Other Party**" the meaning given in clause 8.1;

"**Party (or Parties)**" the Company and the Client, and Party will mean either one of them;

"**Receiving Party**" the meaning given in clause 6;

"**Recruitment Services**" search for Candidates for vacancies that the Client has notified to the Company and Introduction of them to the Client by the Company;

"**Schedule**" the schedule attached to and relative to this Agreement;

"**Shared Personal Data**" means any personal data which will be shared between the Company and the Client in connection with the Recruitment Services and pursuant to this Agreement;

"**Supplying Party**" the meaning given in clause 6; and

"**Vulnerable Person**" any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

2.2 In this Agreement:

2.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.2.2 the Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule;

- 2.2.3 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 2.2.4 words denoting the singular number only shall include the plural and vice versa;
- 2.2.5 reference to the masculine gender shall include the feminine and neutral genders and vice versa;
- 2.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 2.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 2.2.8 any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 2.2.9 unless the context otherwise requires, references to clauses and schedules are to the clauses and the Schedule of this Agreement and references to paragraphs are to paragraphs of the Schedule;
- 2.2.10 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- 2.2.11 the headings are inserted for convenience only and shall not affect the construction thereof.

### **3 Recruitment Services**

- 3.1 The Company will provide the Recruitment Services to the Client in consideration for the Client's payment of the applicable Introduction Fee to the Company, subject to the conditions as set out in Clause 4 of this Agreement.
- 3.2 The Company will use reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client notifies to the Company. The Company does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.
- 3.3 The Company will:
  - 3.3.1 ensure that any Candidate has given their consent for their details to be submitted for any vacancy for which they are submitted;
  - 3.3.2 once a Candidate has been Introduced
    - provide the Client full access to the Candidate's details that are held by the Company; and
  - 3.3.3 at the Client's request supply to the Client copies of:
    - 3.3.3.1 any relevant qualifications or authorisations; and

3.3.3.2 any non-confidential references,

in the Company's possession, except where the Company is not permitted to obtain, verify or disclose them.

3.4 In the absence of evidence of earlier submission, the Company will be deemed to have submitted details of a Candidate to a Client for the purpose of an Introduction:

3.4.1 if communicated orally, when the communication is received by the Client or in the case of a message left by telephone, at the time the Client listens to the telephone message;

3.4.2 if delivered personally in writing, when the relevant communication is left at the address of the Client;

3.4.3 if sent by first class post, two Business Days after posting it; and

3.4.4 if delivered by email to the email address notified by the Client to the Company from time to time, at the time of delivery of the email.

#### **4 Fees and payment**

4.1 The Client will pay an Introduction Fee to the Company in respect of each Candidate Engaged by the Client or its Affiliate. The Introduction Fee will be calculated as set out in the Schedule.

4.2 The Introduction Fee will become due on the last day of the month in which the Candidate accepts (whether orally, in writing or otherwise) the offer to be Engaged.

4.3 The payment of the Introduction Fee will be made by the Client to the Company within 30 days of the date of the Company's invoice.

4.4 The Introduction Fee charged for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Company and subsequently Engaged, a further Introduction Fee will be payable.

4.5 The Introduction Fee is for the Introduction of Candidates only and does not include any salary or other payment due to any Candidate. Unless the Candidate is self-employed, it is the Client's responsibility to account for any tax and national insurance contributions attributable to the Candidate.

4.6 If, after an offer of employment has been accepted by a Candidate, the Client withdraws the offer, the Client will be liable for a cancellation fee of 50% of the Introduction Fee. If, after an Introduction, the Client withdraws or delays unnecessarily or materially changes the nature of the vacancy (including the type of work involved, its location, the hours of work, the commencement date and the likely duration) or the experience, training, qualifications and any authorisations (including any qualifications or authorisations required by law or any applicable professional body) it requires of a Candidate, the Client will be liable for a fee of 50% of the Introduction Fee. If, after an Introduction of a Candidate who formally meets the criteria set by the Client, the Client declines to fill the vacancy, the Client will be liable for a withdrawal fee of 50% of the Introduction Fee.

4.7 If, following a Candidate's Introduction:

- 4.7.1 the Client, without notifying the Company, Engages that Candidate in any capacity within 12 months of the Company Introducing that Candidate; or
- 4.7.2 the Client or the Client's employee, agent or subcontractor refers or Introduces that Candidate to a third party, including an Affiliate of the Client, and that third party Engages the Candidate in any capacity within 12 months of the Company Introducing that Candidate,

then the Client will be liable for an Introduction Fee as set out in the Schedule.

- 4.8 If a Candidate leaves the Client's employment within 2 weeks of the commencement of the Engagement or the Client, acting reasonably, decides that the Candidate is not appropriate for the post for which he was Engaged, and provided that (i) the Client informs the Company in writing of the termination of employment within 5 Business Days, and (ii) the Client has paid all sums due under this Agreement, then the Company will attempt to find and Introduce another suitable Candidate within 2 months at no additional cost to the Client. In these clauses 4.8 to 4.9, any reference to a Candidate shall include any Candidate Introduced as a replacement for a departing Candidate.

For the avoidance of doubt, should a Candidate not become Engaged with the Client, then no Introduction Fee will be due.

- 4.9 Subject to clause 4.10, if a suitable replacement Candidate has not been Introduced, or if a Candidate leaves the Client's employment within the time scales set out below and there has been no Introduction of another suitable Candidate, the Company will pay the following rebate to the Client:

- 4.9.1 if the Candidate leaves the Client's employment within 4 weeks of the Engagement commencing, 80% of the Introduction Fee paid by the Client;
- 4.9.2 if the Candidate leaves the Client's employment between 5 and 8 weeks of the Engagement commencing, 50% of the Introduction Fee paid by the Client;
- 4.9.3 if the Candidate leaves the Client's employment between 9 and 12 weeks of the Engagement commencing, 25% of the Introduction Fee paid by the Client; or
- 4.9.4 if the Candidate leaves the Client's employment after 12 weeks of the Engagement commencing, 0% of the Introduction Fee paid by the Client,

provided that if the Client re-Engages the Candidate within 12 months of the Introduction, the Client will repay any rebated payment to the Company.

- 4.10 No rebate will be payable under clause 4.9 where:

- 4.10.1 the Candidate was an employee of the Company at the time of the Introduction;
- 4.10.2 the reason for the Candidate leaving relates to redundancy;
- 4.10.3 the Candidate leaves for any reason after being informed that their position is at risk of redundancy; or

- 4.10.4 the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this Agreement, or is in breach of any term of this Agreement.
- 4.11 All amounts stated are exclusive of VAT and any other applicable taxes, which will be charged in addition at the rate in force at the time the Client is required to make payment.
- 4.12 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this Agreement, then the Client will indemnify the Company against all administrative, legal and other professional costs incurred in the collection of any and all sum(s) due and the Company will be entitled:
  - 4.12.1 without limiting any other rights it may have, to claim statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily;
  - 4.12.2 to require the Client to pay, in advance, for any Recruitment Services (or any part of the Recruitment Services) which have not yet been performed; and
  - 4.12.3 not to perform any further Recruitment Services (or any part of the Recruitment Services).
- 4.13 When making a payment the Client will quote relevant reference numbers and the invoice number.
- 4.14 The Client will, if it operates a purchase order system, promptly provide the Company with a valid purchase order reference following any agreement to Engage or make use of a Candidate. If the Client does not provide or delays in providing a valid purchase order reference, then the Client will indemnify the Company against all administrative, legal and other professional costs incurred by the Company as a result of such delay or failure. For the avoidance of doubt, any failure by the Client to promptly provide a valid purchase order reference to the Company shall not affect the Client's liability to pay any sums due under this Agreement or otherwise.

## **5 Client's obligations and acknowledgments**

- 5.1 The Client acknowledges and agrees that:
  - 5.1.1 by requesting the Company to carry out an act on its behalf, the Client authorises the Company to act on the Client's behalf for that purpose; and
  - 5.1.2 by requesting the Company to Introduce Candidates for a position, the Client authorises the Company to advertise that position.
- 5.2 When requesting the Company to Introduce Candidates for a vacancy, the Client will provide to the Company the following information:
  - 5.2.1 the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business;
  - 5.2.2 the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;

- 5.2.3 any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
  - 5.2.4 the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body;
  - 5.2.5 any expenses payable by or to the Candidate;
  - 5.2.6 the minimum rate of remuneration, the intervals of payment and any other benefits;
  - 5.2.7 the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment;
  - 5.2.8 whether the Client intends to engage the Candidate otherwise than as an employee on a contract of service; and
  - 5.2.9 whether the vacancy entails caring for or attending one or more Vulnerable Persons.
- 5.3 Where a Candidate is Introduced for a position which involves working with, caring for or attending a Vulnerable Person the Company shall, take reasonably practicable steps to:
- 5.3.1 obtain confirmation of the Candidate's identity;
  - 5.3.2 obtain confirmation that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary (and which the Client has communicated to the Company) or which may be required by law or by any professional body (and which the Company should reasonably be aware of); and
  - 5.3.3 obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client.
- 5.4 When the Company Introduces a Candidate to the Client the Company shall inform the Client that they have obtained confirmation of the matters set out above. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third Business Day following, save where 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. If the Company has taken all reasonably practicable steps to obtain such information and has been unable to do so fully, it shall inform the Client of the steps it has taken to obtain this information.
- 5.5 The Client will satisfy itself as to the suitability of any Candidate for the vacancy for which the Candidate has been Introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
- 5.5.1 take up and verify references relating to the Candidate's qualifications, skills, character and experience;
  - 5.5.2 check the validity of the Candidate's qualifications;



- 5.5.3 ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;
  - 5.5.4 obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom;
  - 5.5.5 check that the Candidate is legally entitled to work in the United Kingdom in the position for which the Candidate has been introduced; and
  - 5.5.6 ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 5.6 The Client will notify the Company immediately on the occurrence of the first of the following events:
- 5.6.1 a Candidate accepts an offer from the Client; or
  - 5.6.2 the commencement of an Engagement.
- 5.7 By agreeing to Engage or make use of a Candidate in any way, the Client will be liable for payment of the Introduction Fee.
- 5.8 If the Client effectively Introduces any Candidate to any third party, whether directly or indirectly, including any Affiliate of the Client, and that Introduction results in an Engagement of the Candidate by that third party, the Client will:
- 5.8.1 immediately notify the existence of the Engagement to the Company; and
  - 5.8.2 pay to the Company an Introduction Fee in accordance with clause 4, unless the Engagement occurs more than six months after (1) the date of the relevant Introduction, or (2) the date of the Candidate's last interview with the Client, whichever is the later.
- 5.9 The Client undertakes not to employ or seek to employ any member of the Company's staff. If any member of the Company's staff nevertheless accepts an Engagement within 12 months of leaving the Company's employment, the Client will pay an Introduction Fee to the Company as if that member of staff had been Introduced to the Client by the Company.
- 5.10 The Client:
- 5.10.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client or the Company if it Engages that Candidate to fill a vacancy; and
  - 5.10.2 will inform the Company immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or the Client or the Company.
- 5.11 If the Client is to lend money to the Candidate in order to meet travel or other expenses, the Client will notify the Company and:
- 5.11.1 will provide the terms of such loan to the Company; and

5.11.2 warrants that the repayment terms of such loan will not require the Candidate to repay a greater sum than the sum lent.

## **6 Confidentiality**

6.1 All Introductions and all information exchanged between the Parties during the course of this Agreement is confidential. All work undertaken by the Company for the Client in respect of an Introduction will be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of the Company.

6.2 Each Party (Receiving Party) will keep the confidential information of the other Party (Supplying Party) confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 6.2, and ensure that the Receiving Party's officers, employees and agents meet those obligations.

6.3 The obligations in this clause 6 will not apply to any information which:

6.3.1 was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;

6.3.2 is, or becomes, publicly available through no fault of the Receiving Party;

6.3.3 is provided to the Receiving Party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure;

6.3.4 was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or

6.3.5 is required to be disclosed by law, an order of a court of competent jurisdiction or any governmental or regulatory authority.

6.4 The obligations in this clause 6 will survive termination of this Agreement.

## **7 Warranties, liability and indemnities**

7.1 The Client accepts and agrees that the Company gives no warranty as to the suitability of any Candidate for any vacancy.

7.2 The Company confirms that, in Introducing any Candidate to the Client, it is not aware of anything which will cause any detriment to the interests of that Candidate or the Client if the Client Engages the Candidate to fill a vacancy.

7.3 Neither the Company nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by the Client of a Candidate, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of the Company. In particular, but without limiting the generality of the foregoing, the Company will not

be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:

- 7.3.1 any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client;
  - 7.3.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
  - 7.3.3 any loss, injury, damage, expense or delay suffered by a Candidate.
- 7.4 Subject to clause 7.6, except in the case of death or personal injury caused by the Company's negligence, the liability of the Company under or in connection with this Agreement whether arising in contract, delict, negligence, breach of statutory duty or otherwise howsoever will not exceed the Introduction Fee(s) paid by the Client to the Company under this Agreement at the date of the relevant Claim.
- 7.5 Subject to clause 7.6, neither Party will be liable to the other Party in contract, delict, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 7.6 The Client will indemnify and hold harmless the Company from and against all Claims and Losses arising from loss, damage, liability, injury to the Company, its employees and third parties, by reason of or arising out of:
- 7.6.1 any loss, injury, expense or delay suffered or incurred by a Candidate, however caused;
  - 7.6.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
  - 7.6.3 any loss, injury, damage, expense, delay suffered by anyone that arises directly or indirectly out of or is in any way connected with the Introduction, Engagement or use of a Candidate, the withdrawal by the Client of a vacancy, any information supplied by the Client to the Company or the Client's breach of this Agreement.
- 7.7 The indemnity given by the Client under clause 7.6 will not apply to any liability, damage, loss or expense to the extent that it is directly or indirectly attributable to the negligent act or omission, reckless misconduct or intentional misconduct of the Company or its employees and agents.
- 7.8 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

## **8 Termination**

- 8.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice to the other Party (Other Party):

- 8.1.1 if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 5 Business Days, the breach is not remedied within 5 Business Days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
  - 8.1.2 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.
- 8.2 Any notice served in accordance with clause 8.1 will take effect as specified in the notice.
- 8.3 On termination of this Agreement, the Client will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Company for the performance of the Recruitment Services prior to the date of termination. For the avoidance of doubt, on termination of this Agreement the Client shall immediately pay all Introduction Fees in respect of the Introduction of Candidates who have agreed to be Engaged but who have not yet commenced their Engagement.
- 8.4 For the avoidance of doubt, the termination of this Agreement, howsoever arising, shall not affect the operation of clause 4 (including, but not limited to clause 4.8) or the validity of any invoice issued pursuant to such clauses.

## **9 Data Sharing / Data Protection**

- 9.1 The Parties acknowledge that for the purposes of the Data Protection Legislation both Parties are controllers of the Shared Personal Data.
- 9.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9.2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 9.3 Without prejudice to the generality of clause 9.2, each Party will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Shared Personal Data to the other Party for the duration and purposes of the Agreement.
- 9.4 Without prejudice to the generality of clause 9.2, each Party agrees to provide reasonable assistance to the other Party in responding to any request from a data subject (including any exercise of a data subject's rights under the Data Protection Legislation) and in ensuring compliance with the other Party's obligations under the Data Protection Legislation with respect to security, breach notifications, and consultations with supervisory authorities or regulators.
- 9.5 Neither Party shall do or omit to do anything which puts the other Party to the Agreement in breach of the Data Protection Legislation.

10      **General**

- 10.1      Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.
- 10.2      No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.
- 10.3      Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.
- 10.4      This Agreement contains the whole agreement between the Parties in respect of Recruitment Services provided and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter.
- 10.5      No failure or delay by the Company in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 10.6      This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 10.7      If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 10.8      No Party will issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party will be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

11 **Notices**

Any notice to be given under this Agreement will be in writing and will be sent by mail to the registered office, trading address or such other address of the relevant Party as may be communicated to the other Party from time to time for the purposes of this clause.

12 **Governing law and jurisdiction**

The laws of Scotland shall govern the validity, construction and performance of this Agreement, regardless of its conflicts of law principles, and the parties submit to the exclusive jurisdiction of the Scottish courts in respect of any dispute that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes).

13 **Third parties**

This Agreement and the documents referred to in it are made for the benefit of the Parties and their successors and permitted assignees and are not intended to benefit, or be enforceable by, anyone else.

**THE SCHEDULE**  
**INTRODUCTION FEE**

- 1 The Introduction Fee payable is calculated by applying the appropriate percentage shown below to the Candidate's total first year's remuneration.
- 2 The Introduction Fee payable will be calculated as set out below on successful candidates first year final salary remuneration.

Example: If the standard Fee is 15% plus VAT for all roles.

e.g. £30,000 salary per annum role fee payable based on example 15% plus VAT = £4,500 plus VAT

- 3 The Client will inform the Company if it extends the term of any fixed-term Engagement or Re-engages the Candidate within 6 months from the date of termination of any fixed-term period. The Company will be entitled to regard the extension or Re-engagement as a fresh Introduction and will submit an additional invoice for a further Introduction Fee payable in full by the Client.
- 4 If the Candidate is Engaged on a fixed-term contract of less than 12 months, the Introduction Fee payable will be calculated on a pro-rata basis of what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly. In calculating the pro-rata Introduction Fee, each part or whole month of the Engagement will count as one month.
- 5 The Introduction Fee may be subject to a rebate payable if the Candidate ceases to be engaged within 12 weeks of appointment in accordance with the provisions of clauses 4.8, 4.9 and 4.10 and as set out below:

Schedule for rebate if required:

1-4 weeks	80% plus VAT
5-8 weeks	50% plus VAT
9-12 weeks	25% plus VAT
Over 12 weeks	0%