

**PILLAR PARTNERSHIP TERMS OF BUSINESS FOR THE INTRODUCTION OF
PERMANENT STAFF**

Parties

(1) (the “Client”); and

Pillar Partnership Ltd, a company incorporated and registered in England and Wales with company number **13833659**

(2) whose registered office is at **14 New Street, London, EC2M 4TR** (the “Agency”).

Background

The Client is a private organisation. The Client wishes to appoint the Agency as its non-exclusive agency for the introduction of candidates to fill permanent vacancies in the [Business] and the Agency accepts this appointment on the terms set out in this Agreement.

Agreed Terms

1 Definitions

In these Terms and Conditions, 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;

Candidate a person Introduced by the Agency to the Client to be considered for an Engagement;

Claims the meaning given in clause 6.6;

Commencement Date the day in which the successfully appointed candidate starts their employment with the client

Completion Date [the first anniversary of the Commencement Date];

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;

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, on a permanent basis, of a Candidate by or on behalf of the Client, and ‘Re-engag-

es' is to be interpreted accordingly;

Introduce (or Introduction) the provision to the Client 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 clause 3.2;

Losses the meaning given in clause 6.6;

Other Party the meaning given in clause 7.1;

Receiving Party the meaning given in clause 5;

Recruitment Services search for Candidates for permanent vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency; and

Supplying Party the meaning given in clause 5.

2 Recruitment Services

2.1 The Agency will provide the Recruitment Services to the Client in consideration for the Client's paying the applicable Introduction Fee to the Agency, subject to the terms and conditions of this Agreement.

2.2 The Agency will use all reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client notifies to the Agency. The Agency does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.

2.3 The Agency will:

2.3.1 ensure that any Candidate has given his consent for his or her details to be submitted for any vacancy for which they are submitted;

2.3.2 once a Candidate has been Introduced, provide the Client full access to the Candidate's details that are held by the Agency; and also authorise the Client to contact Candidate directly, at any stage of the recruitment process, and without requiring the prior permission or knowledge of the Agency;

2.3.3 at the Client's request supply to the Client copies of:

(a) any relevant qualifications or authorisations; and

(b) any non-confidential references, in the Agency's possession, except where the Agency is not permitted to obtain, verify or disclose them.

2.4 Not in use.

2.5 By requesting the Agency to Introduce Candidates for a vacancy, the Client authorises the Agency to advertise such a vacancy, but the Agency is not authorised to use the Client's name or any of its logos or trademarks without the Client's prior express written permission. The Client accepts no liability for any advertising, promotional or marketing costs incurred by the Agency.

3 Fees and payment

3.1 The Client will pay an Introduction Fee to the Agency in respect of each Candidate Engaged by the Client.

3.2 The Introduction Fee is calculated in accordance with the following bands, based on the Remuneration applicable during the first 12 months of the Engagement (or part thereof), namely:

Remuneration	Fee (% of Remuneration)
£0-£29,999	17.5%
£30,000 - £49,999	20%
£50,000+	25%

3.3 The Introduction Fee will become due immediately upon the commencement of an Engagement.

3.4 The payment of the Introduction Fees will be made by the Client to the Agency within 30 days of the date of the Agency's invoice.

3.5 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 Agency and Engaged by the Client, a further Introduction Fee will be payable.

3.6 The Introduction Fees are for the Introduction of Candidates only and do not include any salary 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.

3.7 Not used

3.8 If, after an offer of employment has been accepted by a Candidate and any conditions attaching to that offer have been met, the Client withdraws the offer, the Client will be liable for a cancellation fee of 100% of the Introduction Fee.

3.9 If, following a Candidate's unsuccessful application to the Client via the Agency either:

3.9.1 the Client, without notifying the Agency, Engages that Candidate in any capacity within 3 months of the Agency's having Introduced a Candidate to the Client, or

3.9.2 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 6 months of the Agency's having Introduced a Candidate to the Client, then the Client will be liable for an Introduction Fee as set out in clause 3.2.

3.10 If a Candidate leaves the Client's employment for any reason apart from redundancy, provided that the Client informs the Agency in writing of the termination of employment within 7-14 days, the Agency will pay the following rebate to the Client:

Week in which the Engagement terminates	% of introduction fee refunded
Non-Commencement	100%
1 – 3	80%
4 – 6	40%
7 – 9	20%
10 – 12	10%

If the Client Re-engages the Candidate within [6] months of the Introduction, the Client will repay any rebated payment to the Agency.

3.11 All amounts stated are exclusive of VAT, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.

3.12 If the Client does not make a payment in accordance with clause 3.2 by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then the Agency will be entitled:

3.12.1 to charge interest on the outstanding amount at the rate of 8% a year above the base lending rate of Barclays Bank plc, accruing daily;

3.12.2 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

3.12.3 not to perform any further Recruitment Services (or any part of the Recruitment Services).

3.13 When making a payment the Client will quote relevant reference numbers and the invoice number.

4 Client's obligations and acknowledgments

4.1 The Client acknowledges and agrees that:

4.1.1 by requesting the Agency to carry out an act on its behalf, the Client authorises the Agency to act on the Client's behalf for that purpose; and

4.1.2 by requesting the Agency to Introduce Candidates for a position, the Client authorises the Agency to advertise that position, subject to the provisions of clause 2.5.

4.2 When requesting the Agency to Introduce Candidates for a vacancy, the Client will provide to the Agency the following information:

4.2.1 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;

4.2.2 the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;

4.2.3 any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;

4.2.4 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;

4.2.5 any expenses payable by or to the Candidate;

4.2.6 the minimum rate of remuneration, the intervals of payment and any other benefits;

4.2.7 the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment;

4.2.8 whether the Client intends to engage the Candidate otherwise than as an employee on a contract of service;

4.2.9 whether the vacancy entails caring for or attending one or more vulnerable persons, including persons under the age of 18 and/or any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention

4.3 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:

4.3.1 take up and verify references relating to the Candidate's qualifications, skills, character and experience;

4.3.2 check the validity of the Candidate's qualifications;

4.3.3 ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;

4.3.4 obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom; and

4.3.5 ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

4.4 The Client will notify the Agency immediately on the occurrence of the first of the following events:

4.4.1 a Candidate accepts an offer of employment from the Client; or

4.4.2 the commencement of an Engagement by a Candidate.

4.5 By agreeing to Engage or make use of a Candidate in any way, the Client will be liable for the Introduction Fee.

4.6 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:

4.6.1 immediately notify the Engagement to the Agency; and

4.6.2 pay to the Agency an Introduction Fee in accordance with clause 3, unless the Engagement occurs more than 6 months after (1) the Introduction of the Candidate to the Client by the Agency, or (2) the date of the Candidate's last interview with the Client, whichever is the later.

4.7 The Client undertakes not to employ or seek to employ any member of the Agency's staff. If any member of the Agency's staff nevertheless accepts an Engagement within 3 months of leaving the Agency's employment, the Client will pay an Introduction Fee to the Agency as if that member of staff had been Introduced to the Client by the Agency.

4.8 The Client:

4.8.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client if it Engages that Candidate to fill a vacancy; and

4.8.2 will inform the Agency immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or the Client.

4.9 If the Client is to lend money to the Candidate in order to meet travel or other expenses, the Client will notify the Agency and:

4.9.1 will provide the terms of such loan to the Agency; and

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

5 Confidentiality

5.1 All Introductions are confidential. Any work undertaken by Pillar Partnership for the Client in respect of an Introduction of a Candidate will be for the private and confidential use of the Client only. Any literature, brochures or intellectual property should not be reproduced in whole or in part or relied upon by third parties for any use, without the express written authority of the Agency.

5.2 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 5.2, and ensure that the Receiving Party's officers, employees and agents meet those obligations.

5.3 The obligations of Clause 5.2 will not apply to any information which:

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

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

5.3.3 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;

5.3.4 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

5.3.5 is required to be disclosed by order of a court of competent jurisdiction.

5.4 The obligations in this clause 5 will survive termination of this Agreement.

suitability of any Candidate for any vacancy.

6 Warranties, liability and indemnities

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

6.2 The Agency 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, except as notified to the Client.

6.3 Pillar Partnership, its agents or staff will not be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly with the Introduction of a Candidate, unless; such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of Pillar Partnership. In particular, Pillar Partnership will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:

6.3.1 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;

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

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

6.4 Except in the case of death or personal injury caused by Pillar Partnership's negligence, the liability of the Pillar Partnership under or in connection with this Agreement, howsoever arising, will not exceed the Introduction Fee(s) paid or due to be paid by the Client under this Agreement. The provisions of this clause 6.4 will not apply to clause 6.6

6.5 Neither Party will be liable to the other Party in contract, tort, 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. The provisions of this clause 6.5 will not apply to clause 6.6.

6.6 The Client will indemnify and hold harmless the Agency from and against all claims and losses arising from loss, damage, liability, injury to the Agency, its employees and third parties, by reason of or arising out of:

6.6.1 any loss, injury, expense or delay suffered or incurred by a Candidate, however caused, and/or

6.6.2 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, that arises directly or indirectly out of or in any way connected with arising out of or 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 Agency or the Client's breach of these Terms and Conditions. 'Claims' will mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise), and 'Losses' will mean all losses including, without limitation, financial losses, damages, legal costs and other expenses of any nature whatsoever.

6.7 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.

7 Termination

7.1 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:

7.1.1 if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 30 days, the breach is not remedied within 30 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or

7.1.2 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. The notice will take effect as specified in the notice.

7.2 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 Agency for the performance of the Recruitment Services prior to the date of termination.

8 General

8.1 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.

8.2 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.

8.3 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.

8.4 This Agreement contains the whole agreement between the Parties in relation to the recruitment of candidates to fill permanent vacancies of the client and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

8.5 No failure or delay by the Agency 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.

8.6 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.

8.7 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.

8.8 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.

9 Interpretation

9.1 In this Agreement unless the context otherwise requires:

9.1.1 words importing any gender include every gender;

9.1.2 words importing the singular number include the plural number and vice versa;

9.1.3 words importing persons include firms, companies and corporations and vice versa;

9.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

9.1.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

9.1.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

9.1.7 the headings to the clauses paragraphs of and schedules to this Agreement are not to affect the interpretation;

9.1.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

9.1.9 where the word 'including' is used in this Agreement, it will be understood as meaning 'including without limitation'.

10 Notices

10.1 Any notice to be given under this Agreement will be in writing and will be sent by first class mail to the address of the relevant Party set out in clause 1.

11 Applicable law and jurisdiction

11.1 The validity, construction and performance of this Agreement is to be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

12 Third parties

12.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Signed for and on behalf of the Employment Business

[print name here]

Signed for and on behalf of the Hirer

[print name here]

I confirm I am authorised to sign this Agreement for and on behalf of the Hirer.

Date