

The Health & Safety People Limited – Terms & Conditions for Recruitment

These Terms and Conditions apply to all recruitment Services provided by us, The Health & Safety People Limited, trading as THSP Risk Management, a company registered in England and Wales under number 02730817 whose registered office address is Unit F Bedford Business Centre, Mile Road, Bedford, England, MK42 9TW (referred to as “the Company/we/us/our”).

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, the following expressions have the following meanings unless otherwise stated:

“**Candidate**” means any person introduced by us to you to be considered for an Engagement;

“**Client/you/your**” means the individual, firm or corporate body together with any subsidiary or associated company to whom a Candidate is supplied or introduced by us. Please note we will not, unless specifically agreed otherwise in writing, enter into an agreement with any third party regarding the supply of any Candidate, therefore you will in all cases be bound by the provisions, including the payment provisions, in these Terms and Conditions.

“**Engage(s)/Engagement**” and any similar word means any engagement, employment, hire or use of the Candidate, directly or indirectly, in any capacity by or on your behalf, regardless of whether the engagement is for the vacancy for which the Candidate was originally identified and/or whether on a permanent, temporary or other basis, with or without a contract, and whether under a contract of service, a contract for services or otherwise;

“**Fees**” means the fees payable for the Services, as set out in the Proposal and/or Contract Details, plus VAT;

“**Contract**” means the contract formed in accordance with clause 2 which will incorporate, and be subject to, these Terms and Conditions, together with any terms agreed in the Proposal and/or Contract Details, which sets out the entire scope of Services to be provided;

“**Introduce(s)(d)/Introduction**” and any similar word means either the provision to you of a curriculum vitae or any other information which identifies a Candidate, whether in writing or orally, whether or not you had knowledge of that Candidate prior to the Introduction;

“**Introduction Fee**” means the Fees payable to us in accordance with clause 6;

“**Proposal/Contract Details**” means the proposal issued to you detailing the Services to be provided to you, where applicable;

“**Remuneration**” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, profit share, allowances, inducement and signing on payments, the benefits of a company car and all other payments and other taxable (and where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on your behalf or that of any third party; and

“**Services**” means the recruitment services provided by us including, but not limited to, searching for Candidates for vacancies notified to us by you, introducing such Candidate(s) to you, and any services which are incidental or ancillary to such services, such as advertising, screening, and interview support.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “writing” and “written” includes emails;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “Terms and Conditions” refers to these Terms and Conditions as may be amended or supplemented at the relevant time;
- 1.2.4 a clause refers to a clause of these Terms and Conditions;
- 1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions; and
- 1.2.6 any reference to a Party includes its employees, agents and sub-contractors.

- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

- 1.4 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

2. The Contract

- 2.1 These Terms and Conditions constitute the Contract between you and us. The Contract, incorporating these Terms and Conditions, is formed upon any of the following occurring:

- 2.1.1 Your acceptance of our Proposal and/or Contract Details, whether verbally or in writing. Such Proposal and/or Contract Details shall set out the Services to be provided and our fees and will be based on the information provided to us by you. If any errors, changes or discrepancies become evident which affect the Services to be provided, we reserve the right to adjust our fees and will notify you in advance;
- 2.1.2 Your request for us to introduce a Candidate for any position;

- 2.1.3 You, or any third party acting on your behalf, interviewing a Candidate;

- 2.1.4 You, or any third party acting on your behalf, engaging a Candidate in any capacity;

- 2.1.5 Any Candidate beginning work for you, or any third party acting on your behalf, in any capacity; or

- 2.1.6 Us providing any recruitment Services to you at your request.

- 2.2 The Contract will be either on:

- 2.2.1 a one-off or ad-hoc basis in accordance with clause 4;

- 2.2.2 a retained basis in accordance with clause 5, in which case it will commence from effect from the date the Contract is formed and will continue for an initial minimum term as agreed by us, after which time it will continue on a rolling monthly basis, unless a written notice to terminate is given by either party in line with clause 9.

- 2.3 No terms or conditions stipulated or referred to by you will in any way vary or add to these Terms and Conditions or the Contract, unless we expressly agree otherwise in writing.

3. The Services (General)

- 3.1 We will use our best and reasonable endeavours to find a suitable Candidate to fill such vacancies as are notified to us by you, but we do not warrant our ability to do so.

- 3.2 You acknowledge and agree that by requesting us to carry out an act on your behalf and introduce Candidates for a position, or otherwise provide Services under clause 2.1, you authorise us to act on your behalf for that purpose and carry out such Services as agreed between you and us.

- 3.3 All details provided by us relating to Candidates are confidential and such information must not be passed to any third party, either directly or indirectly, as further detailed in clause 12.

- 3.4 We will endeavour to ensure that all Candidates introduced to you have the experience, qualifications and authorisations which are required by you, by law or by any professional body, for the position(s) that you wish to fill. However, it is your responsibility to verify and check such information and to satisfy yourself as to the suitability of any Candidate for the vacancy for which the Candidate has been introduced. Your responsibilities include, but are not limited to:

- 3.4.1 providing us with accurate information, advice and assistance as we may reasonably require within sufficient time in order to enable us to carry out the Services;

- 3.4.2 taking up and verifying references relating to the Candidate's qualifications, skills, character and experience;

- 3.4.3 checking the validity of the Candidate's qualifications;

- 3.4.4 where necessary, arranging medical examinations and/or investigations into the medical history of any Candidate and satisfying any medical and other requirements or qualifications or permissions required by law of the country in which the Candidate is to be engaged to work; and

- 3.4.5 for all employer obligations following a placement of a Candidate, including but not limited to payroll, taxes, national insurance, pensions, and employment rights

- 3.4.6 where necessary, arrange for all right to works checks and/or obtaining any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom.

- 3.5 If you fail to meet any of the provisions of clause 3.4, without limiting our other rights or remedies, we shall:

- 3.5.1 have the right to suspend performance of the Services until you remedy the default;

- 3.5.2 not be held liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and

- 3.5.3 be entitled to claim for any costs or losses sustained or incurred by us arising directly or indirectly from your default.

- 3.6 When introducing any Candidate to you, we are acting as an employment agency as defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

- 3.7 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement.

- 3.8 We will use all reasonable endeavours to meet any agreed performance dates and deadlines, however any such dates and deadlines we may agree are estimates only. Time will not be of the essence in the performance of our Services.

4. Ad-hoc Services (Talent Flow):

- 4.1 We will arrange an initial consultation with you in order to gauge your specific requirements for any Candidate(s) and make a recommendation of the Services best suited to you. It is your responsibility to ensure you let us know of your specific needs and any relevant information at this time.

- 4.2 We shall, in consideration of the fees being paid in accordance with these Terms and Conditions, provide the Services to you in accordance with the Proposal and/or Contract Details.

5. Retained Services (Talent Connect):

- 5.1 Your support shall be entitled to a set number of hires per month, as detailed in the Proposal and dependent on your chosen package. Records shall be maintained by us and our decision shall be final.
- 5.2 The Introduction Fee is payable to us in respect of every Candidate Engaged by you during the term of the retained services and within 6 months following the termination of the Contract in accordance with clause 6.7.
- 5.3 For each additional Candidate Introduced by us and Engaged by you, a further Introduction Fee will be payable at a rate of 4% of the anticipated annual salary unless otherwise agreed.
- 5.4 Should you fail to use the services for which we are contracted on a retained basis, no discount shall be given. You shall not be permitted to roll over unused hires to the following month unless expressly agreed otherwise by us in writing, and such unused hires shall be lost.

6. Fees and Payment

- 6.1 Where the Services are to be provided on an ad-hoc basis, we will charge the Introduction Fee in line with the Proposal.
- 6.2 Where the Services are to be provided on a retained basis:
- 6.2.1 in addition to the Introduction Fee, payment shall be due monthly in arrears, subject to your chosen package; and
- 6.2.2 we shall be entitled to increase the fees on an annual basis under the Contract. Any such price increase shall be notified by us to you in accordance with these terms and conditions.
- 6.3 The Introduction Fee payable by you for an Introduction resulting in an Engagement is calculated at 4% (unless otherwise specified by us) of the gross Remuneration payable to the relevant Candidate following the commencement of an Engagement.
- 6.4 Unless otherwise agreed, our standard payment terms for the Introduction Fee are as follows:
- 6.4.1 50% of the quoted fee (the Introduction Fee) or the Remuneration, as applicable, is due upon Introduction of the Candidate; and
- 6.4.2 the final balance shall be due upon the commencement of any Engagement. We will, however, reserve the right to request payment in full, up front, and will specify this in the Proposal where applicable.
- 6.5 If there are any exceptional circumstances (commission etc) where an annualised pay figure cannot be determined before any Introduction, we will agree and confirm to you in writing a pay figure on which our fees will be based.
- 6.6 If the Remuneration is not ascertainable or agreed, we will charge a fee calculated in accordance with clause 6.3 based on a minimum level of Remuneration applicable for the position in which the Candidate is engaged, having regard to any information supplied by you and/or comparable positions in the market generally for such positions.
- 6.7 A fee in accordance with clause 6.3 will be payable in relation to any Candidate Engagement as a consequence of or resulting from an Introduction by or through the Agency, whether direct or indirect, within 6 months of the date of the Agency's introduction.
- 6.8 Introduction of Candidates are confidential. Disclosure by you to a third party of any details regarding a Candidate which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment in accordance with 3.1 with no entitlement to any refund.
- 6.9 You agree to notify us, either verbally or in writing, as soon as you have made an offer of Engagement to any Candidate, and immediately upon the commencement of an Engagement.
- 6.10 The Introduction Fee is payable to us in respect of every Candidate Engaged by you. For each additional Candidate Introduced by us and Engaged by you, a further Introduction Fee will be payable.
- 6.11 If, after making an offer of Engagement to any Candidate, you withdraw such offer, then you will be liable to pay us a cancellation fee.
- 6.12 All sums payable are exclusive of VAT, where applicable. Unless otherwise agreed by us, all invoices are payable within 14 days from the date of invoice, in pounds sterling, without set-off, withholding or deduction n.
- 6.13 Where agreed we will charge for any travel expenses, accommodation and any incidental expenses for materials used and for third party goods and services supplied in connection with the Services. We will agree parameters for these with you in advance and we will not incur any third-party costs, advertising fees, or travel and accommodation expenses without your prior written consent.
- 6.14 The time of payment shall be of the essence. If you fail to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend the Services and charge you interest on a daily basis at an annual rate equal to the aggregate of 8% above the base rate of the Bank of England from time to time on any sum due and not paid on the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a

daily basis and shall run from day to day and accrue after as well as before any judgment.

7. Refunds

- 7.1 Where expressly agreed in writing, and at our sole discretion if the Candidate leaves the Employment within 4 weeks of placement (unless due to redundancy, unfair or constructive dismissal or poor working environment) then we may find a replacement within 3 months.

8. Exclusivity and Ownership

- 8.1 We will provide our Services on the condition that you will not engage any other person or entity to provide similar services in relation to the same appointment and on the condition that if more than one agency submits details of the same Candidate to you, we will be deemed to have Introduced the Candidate to you. If you Engage that Candidate in any capacity, then regardless of any other terms and conditions agreed with any other agency, our Fees will remain due and payable in full.
- 8.2 If any Candidate we Introduce to you is not Engaged, or if you terminate the Contract or any vacancy request with us, and any of the following occurs:
- 8.2.1 You subsequently Engage that Candidate in any capacity within 6 months of our Introduction without notifying us; or
- 8.2.2 You (or any employee, agent or sub-contractor) pass any details regarding a Candidate to any third party, which results in an Engagement with that third party within 12 months of our Introduction of that Candidate to you
- then you will be liable to pay the Introduction Fee to us.

9. Termination and Cancellation

- 9.1 We may terminate the Contract at any time by giving you no less than 14 days' written notice.
- 9.2 Either Party has the right to terminate the Contract immediately by giving written notice if the other:
- 9.2.1 has committed a material breach of the Contract, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the other Party has failed to remedy the breach within 7 days after a written notice to do so;
- 9.2.2 ceases, or threatens to cease, to carry on business, goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), becomes subject to an administration order (within the meaning of the Insolvency Act 1986), or a receiver is appointed in respect of the whole or any part of its assets.
- 9.3 In the event of any termination or cancellation, we will retain any sums already paid to us by you, without prejudice to any other rights we may have whether at law or otherwise.
- 9.4 Clause 6 shall apply in respect of any Introduction made prior to the termination date. Any and all payments due under the Contract will become immediately due and payable.
- 9.5 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement will survive termination under this clause 9 on a pro-rata basis.

10. Warranties, Liability and Indemnities

- 10.1 You accept and agree that we give no warranty as to the suitability of any Candidate for any vacancy.
- 10.2 None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any representation, warranty or other provision except as expressly provided in the Contract.
- 10.3 Nothing in these Terms and Conditions or the Contract excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 10.4 Except as provided in clause 10.3, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded to the maximum extent permitted by law.
- 10.5 In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid or due to be paid by you under the Contract.
- 10.6 You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any Introduction, Engagement or use of a Candidate,

the withdrawal by you of any vacancy, any information supplied by you to us, or your breach of the Contract.

- 11. Non-Solicitation:** You must not, either on your own account or in partnership or association with any person, firm company or organisation, whether directly or indirectly, solicit or entice away or attempt to entice away any employee of ours for a period of 12 months from the date of termination or expiry of the Contract, unless we expressly agree otherwise in writing. In the event of any breach of this clause 11, you will be liable to pay an Introduction Fee to us as if that employee of ours had been introduced by us to you.

12. Confidentiality

- 12.1** The Parties agree that they will not use any confidential information provided by the other, except to perform their obligations under the Contract. Each Party will maintain the confidential information's confidentiality and will not share it with any third party, unless so authorised by the other Party in writing.
- 12.2** All Introductions are confidential. All work undertaken by us for you in respect of the Introduction of a Candidate, including the provision of assessment notes, CVs, profiles, lists of Candidates or any other information prepared will be for your private and confidential use only and must not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without our express written authority.

13. Entire Agreement

- 13.1** The Contract contains the entire agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between the Parties in relation to its subject matter.
- 13.2** No variation to these terms and conditions or the Contract, either expressly or implied, may be made without the written consent of the Parties.

14. Assignment and Sub-Contracting

- 14.1** You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.
- 14.2** We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without obtaining your prior consent.

- 15. Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause that is beyond that party's reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storm, earthquake, pandemic, epidemic, act of terrorism or war, governmental action or any other event beyond the control of the Party in question.

16. Data Protection

- 16.1** Both Parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation and any subsequent amendments to them.
- 16.2** If you provide us with the personal data of any other person, you warrant that you have obtained the permission of that other person to pass their data to us. We will only collect, store and process it in order to provide the Services under the Contract and will not use it in any other manner without consent.
- 16.3** For further information, please refer to our privacy policy, available on request.

17. Copyright

- 17.1** We will reserve all copyright and any other rights (if any) which may subsist in the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.
- 17.2** We will grant a non-exclusive licence to you to copy any documents or materials produced by us as part of the Services provided that distribution of any such copies is exclusively within your business. You agree not to use any such materials without our consent.
- 17.3** You warrant that any document or instruction furnished or given by them shall not cause us to infringe any letter patent, registered design or trademark in the execution of these services and shall indemnify them against all loss, damages, costs and expenses awarded against or incurred by them in settlement of any such claim for infringement which results from our use of your information.

- 18. Waiver:** No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

- 19. Severance:** In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.

- 20. Notices:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

21. Law and Jurisdiction

- 21.1** These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
- 21.2** Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.