

Terms and Conditions of Business for Ribbons & Reeves – Permanent Recruitment Services (version 1.0)

Definitions

1.1. In these Terms -

“Agency” means Ribbons & Reeves, a company incorporated in England and Wales under company number 12248967 and whose registered office is at Ribbons & Reeves Head Office, 200 William Hunter Way, Brentwood, CM14 4WQ;

“Agreement” means the Agreement containing these Terms;

“Candidate” means a person Introduced by Agency to Client to be considered for an Engagement;

“Client” means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) who approaches Agency with a view to Engaging or otherwise employing a Candidate;

“Client Group” means Client, any corporate body of which Client is a subsidiary (as defined by s. 1159 of the Companies Act 2006), any other subsidiary of such corporate body and any subsidiary of Client;

“Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

“Data Controller” means controller in accordance with the UK GDPR being the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**“UK GDPR”**);

“Data Protection Legislation” means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the Processing of Personal Data and privacy, including without limitation, (a) the Data Protection Act 2018; (b) the UK GDPR; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications);

“Engagement” means the engagement, employment or other use of a Candidate by Client, by Client Group, or by any third party to whom or to which Candidate was Introduced by the Client (whether with or without Agency’s knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services (regardless if employment is conditional to the successful completion of a probationary period); under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company of which the Candidate is an officer or employee or through a limited liability partnership of which the Candidate is a member or employee; or indirectly through another employment agency or company which holds itself out as such and **“Engage”, “Engaging”, “Engages”, “Engaged”** and **“Re-engages”** will be construed accordingly;

“Introduced” means -

- a) the passing to Client of a curriculum vitae or any other information about a Candidate, whether written or oral; or
- b) Client’s interview of a Candidate in person or by telephone or by any other audio or visual means;

whichever is earlier and **“Introduce”, “Introduces”, “Introducing”** and **“Introduction”** will be construed accordingly;

“Introduction Fee” means the Introduction Fee calculated according to the Schedule;

“Other Party” has the meaning given in clause 9.1;

“Parties” means Agency and Client, and **“Party”** will mean either one of them;

“Personal Data” means as set out in, and interpreted in accordance with Data Protection Legislation;

“Personal Data Breach” means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate;

“Process” means as set out in, and interpreted in accordance with Data Protection Legislation and **“Processed”** and **“Processing”** will be construed accordingly;

“Receiving Party” has the meaning given in clause 6.2;

“Services” means conducting searches for Candidates for vacancies that Client has notified to Agency and Introduction of them to Client by Agency;

“Supplying Party” has the meaning given in clause 6.2;

“Terms” means these terms and conditions of business and will include any schedules issued pursuant to these terms of business; and

“VAT” means value added tax chargeable in the UK.

These Terms

- 2.1. These Terms are effective from date of issue to Client and supersede all previous terms of business issued by Agency.
- 2.2. These Terms will be deemed to be accepted by Client and to apply by virtue of (a) Client requesting Agency to Introduce a Candidate for any position; or the passing of information about a Candidate to Client by Agency or (b) an Introduction to Client of, or the Engagement by Client of, a Candidate or (c) Client's interview or request to interview a Candidate (including interview by video conferencing or by telephone) or (d) Agency providing any of the Services to Client or (e) Client's signature at the end of these Terms or (f) any other written, expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not a Candidate is Engaged by Client for the same type of work as that for which the Introduction was originally effected.
- 2.3. These Terms contain the entire agreement and understanding between the Parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business, agreement or any purchase conditions put forward by Client. This clause is without prejudice to any rights which have arisen prior to termination of such, and nothing will operate to exclude or limit the liability of any Party in respect of fraud.
- 2.4. For the purposes of these Terms, Agency acts as an employment agency as defined within the Conduct Regulations.
- 2.5. Client authorises Agency to act on its behalf in seeking Candidates and, if Client so requests, will advertise for Candidates through such additional methods as are agreed with Client at Client's exclusive cost.
- 2.6. Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 2.7. Unless the context otherwise requires, references to the singular include the plural and feminine includes masculine and vice versa.

Agency's Services

- 3.1. Agency will provide the Services to Client in consideration for Client's paying the applicable Introduction Fee to Agency, subject to the Terms of this Agreement.
- 3.2. Agency shall use reasonable endeavours to Introduce Candidates to Client who meet Client's stated requirements. Agency does not represent, warrant or undertake to find a suitable Candidate or any Candidate for each vacancy notified to it by Client.
- 3.3. Agency will:
 - a) ensure that any Candidate has given their consent for their details to be submitted for any vacancy for which they are submitted; and
 - b) once a Candidate has been Introduced, provide Client full access to the Candidate's details that are held by Agency; and also authorise Client to contact Candidate directly, at any stage of the recruitment process, and without requiring the prior permission or knowledge of Agency.
- 3.4. Where more than one employment agency submits details of the same Candidate to Client, the employment agency which first submitted the details will be deemed to have Introduced the Candidate to Client. No subsequent submission of the same Candidate's details will be deemed as a valid Introduction, and, if Client Engages that Candidate in any capacity, no fees or charges of any kind will be payable to any employment agency other than the first to submit the Candidate's details.
- 3.5. By requesting Agency to Introduce Candidates for a vacancy, Client authorises Agency to advertise such a vacancy, but Agency is not authorised to use Client's name or any of its logos or trademarks without Client's prior express written permission. Client accepts no liability for any advertising, promotional or marketing costs incurred by Agency.

Fees and payment

- 4.1. Client will pay an Introduction Fee to Agency in respect of each Candidate Engaged by Client. The Introduction Fee will be calculated as set out in the Schedule.
- 4.2. The Introduction Fee will become due immediately on the commencement of an Engagement.
- 4.3. Following an Introduction, if Client is already communicating with the Candidate in relation to a possible Engagement, then Client must inform Agency immediately. If Client continues to use Agency to provide Services regarding the Candidate and the Candidate is Engaged by Client, the Introduction Fee will become due immediately. If it is unclear or ambiguous as to how the Candidate became known to Client for the first time, Client will be responsible for providing evidentiary documentation on Agency's demand and to Agency's reasonable satisfaction.
- 4.4. The payment of the Introduction Fees will be made by Client to Agency within 15 days of the date of Agency's invoice, and Client agrees to supply Agency with any required purchase order in advance of the commencement of an Engagement.

- 4.5. 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 Agency and Engaged by Client, a further Introduction Fee will be payable.
- 4.6. The Introduction Fees are for the Introduction of Candidates only and do not include any salary due to any Candidate. Unless the Candidate is genuinely self-employed, it is Client's responsibility to account for any tax and National Insurance contributions attributable to the Candidate.
- 4.7. If, after an offer of employment has been accepted by a Candidate, Client withdraws the offer, Client will be liable for a cancellation fee of 50% of the Introduction Fee.
- 4.8. If Client fails to notify Agency within 14 days of the commencement of an Engagement by a Candidate, a fee becomes payable of 40% of the anticipated first year's remuneration of the Candidate or £15,000, whichever is the greater.
- 4.9. If, following a Candidate's unsuccessful application to Client via Agency either:
- Client, with or without notifying Agency, Engages that Candidate in any capacity within 12 months of Agency having Introduced a Candidate to the Client, or
 - Client or Client's employee, agent or subcontractor refers or Introduces that Candidate to a third party, including any member of Client Group, and that third party Engages the Candidate in any capacity within 12 months of Agency having Introduced a Candidate to the Client,
- then Client will be liable for an Introduction Fee as set out in the Schedule.
- 4.10. If a Candidate leaves Client's employment within 12 weeks of having commenced employment (subject to clause 4.10), provided that Client informs Agency in writing of the termination of employment, Agency will pay a rebate to Client at the rate of 8 ½ % of the Introduction Fee for each full week the Candidate did not work during the 12 week period; provided that if Client Re-engages the Candidate within 12 months of the Introduction, Client will repay any rebated payment to Agency.
- 4.11. No rebate shall be payable if:
- an Engagement is rescinded for no good reason;
 - Agency is not notified in writing within 14 days of the termination of the Engagement together with the reason(s) for it;
 - the Introduction Fee is not paid to Agency within the period set out under clause 4.4;
 - the cause of the termination has no bearing on the Candidate's qualifications, capability or conduct; or
 - the Candidate is made redundant.
- 4.11. All amounts stated are exclusive of VAT and any other applicable taxes, which will, if applicable, be charged in addition at the rate in force at the time Client is required to make payment.
- 4.12. If Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms, then Agency will be entitled:
- to charge interest on the outstanding amount at the rate of 4% a year above the Bank of England's base rate from time to time, accruing daily;
 - to require Client to pay, in advance, for any Services (or any part of the Services) which have not yet been performed; and
 - not to perform any further Services (or any part of the Services).
- 4.13. When making a payment, Client will quote relevant reference numbers and the invoice number.

Client obligations and acknowledgments

5.1. Client acknowledges and agrees that:

- by requesting Agency to carry out an act on its behalf, Client authorises Agency to act on Client's behalf for that purpose; and
- by requesting Agency to Introduce Candidates for a position, Client authorises Agency to advertise that position, subject to the provisions of clause 3.5.

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

- 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;
- the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;
- any risks to health and safety known to Client and the steps taken by Client to prevent or control such risks;
- the experience, training, qualifications and any authorisations which are required by Client, including any qualifications or authorisations required by law or any applicable professional body;
- any expenses payable by or to the Candidate;

- f) the anticipated minimum rate of remuneration, the intervals of payment and any other benefits;
- g) the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment; and
- h) whether Client intends to Engage the Candidate otherwise than as an employee on a contract of service.

5.3. 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 above, Client acknowledges and agrees that it is Client's responsibility to:

- a) take up and verify references relating to the Candidate's qualifications, skills, character and experience;
- b) check the validity of the Candidate's qualifications;
- c) obtain, where appropriate, any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom; and
- d) ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

5.4. Client will notify Agency immediately on the occurrence of the first of the following events:

- a) a Candidate accepts an offer of employment from Client; or
- b) the commencement of an Engagement by a Candidate.

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

5.6. If Client effectively Introduces any Candidate to any third party, whether directly or indirectly, including any member of Client Group, and that Introduction results in an Engagement of the Candidate by that third party, Client will:

- a) immediately notify the Engagement to Agency; and
- b) pay to Agency an Introduction Fee in accordance with clause 4, unless the Engagement occurs more than 12 months after the Introduction of the Candidate to Client by Agency, or the date of the Candidate's last interview with Client, whichever is the later.

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

5.8. Client:

- a) confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or Client if it Engages that Candidate to fill a vacancy; and
- b) will inform Agency immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or Client.

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

- a) will provide the terms of such loan to Agency; and
- b) warrants that the repayment terms of such loan will not require the Candidate to repay a greater sum than the sum lent.

5.10. Client shall provide Agency with confirmation of the total first year's remuneration offered to the Candidate immediately following an offer of employment being made by Client to Candidate.

Confidentiality

6.1. All Introductions are confidential. All work undertaken by Agency for Client in respect of the Introduction of a Candidate to Client will be for the private and confidential use of 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 Agency.

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 set out in this clause will not apply to any information that:

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

- b) is, or becomes, publicly available through no fault of the Receiving Party;
- c) 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;
- d) 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
- e) is required to be disclosed by order of a court of competent jurisdiction.

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

Data Protection

7.1. For the purposes of this clause 7, "**Data Subject**" means as set out in, and interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes a Candidate.

7.2. The Parties hereto acknowledge that Agency is a Data Controller in respect of the Personal Data of Candidate and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.

7.3. The Parties hereto acknowledge that Client is a Data Controller but the Parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the Parties hereto.

7.4. The Parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Agency or by Candidate, will be used, Processed and recorded by the Receiving Party in accordance with Data Protection Legislation.

7.5. The Parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

7.6. Client will -

- a) comply with the instruction of Agency as regards the transfer/sharing of data between the Parties hereto. If Client requires Personal Data not already in its control to be provided by Agency, Client will set out its legal basis for the request of such data and accept that Agency may refuse to share/transfer such Personal Data where, in the reasonable opinion of Agency, it does not comply with its obligations in accordance with Data Protection Legislation; and
- b) not cause Agency to breach any of its obligations under the Data Protection Legislation.

7.7. In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Agency and will provide Agency with a description of the Personal Data Breach, the categories of data that were the subject of the Personal Data Breach, and, the identity of each Data Subject affected, and any other information Agency reasonably requests relating to the Personal Data Breach.

7.8. In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Agency may request to -

- a) investigate and defend any claim or regulatory investigation;
- b) mitigate, remedy and/or rectify such breach; and
- c) prevent future breaches, and will provide Agency with details in writing of all such steps taken.

7.9. Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Agency.

7.10. Client agrees it will only Process Personal Data of Candidate for the agreed purpose of provision of Services pursuant to these Terms or as required by law.

7.11. Client will provide evidence of compliance with clause 7 upon request from Agency.

Warranties, liability and indemnities

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

8.2. Agency confirms that, in Introducing any Candidate to Client, it is not aware of anything which will cause any detriment to the interests of that Candidate or Client if Client Engages the Candidate to fill a vacancy except as notified to Client.

8.3. Neither Agency nor any of its staff will be liable to Client for any loss, injury, damage, expense or delay incurred or suffered by Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by Client of a Candidate, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of Agency. In particular, but without limiting



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the generality of the foregoing, Agency will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:

- a) any failure of the Candidate to meet Client's requirements for all or any of the purposes for which the Candidate is required by Client;
- b) any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
- c) any loss, injury, damage, expense or delay suffered by a Candidate.

8.4. Except in the case of death or personal injury caused by Agency's negligence, the liability of Agency under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Introduction Fee(s) paid or due to be paid by Client to Agency under this Agreement. The provisions of this clause 8.4 will not apply to clause 8.6.

8.5. 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 8.5 will not apply to clause 8.6.

8.6. Client will indemnify and hold harmless Agency from and against all Claims and Losses arising from loss, damage, liability, injury to Agency, its employees and third parties, by reason of or arising out of:

- a) any loss, injury, expense or delay suffered or incurred by a Candidate, however caused and/or
- b) 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 Client of a vacancy, any information supplied by Client to Agency or Client's breach of these Terms. "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.

8.7. 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.

Termination

9.1. Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice (that will take effect as specified in the notice) to the other Party ("**Other Party**"):

- a) 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
- b) If the Other Party passes a resolution for its winding up or for the appointment of an administrator, a liquidator or administrator is appointed or a winding up order is made in relation to the Other Party (other than in circumstances of a solvent amalgamation or reconstruction), a receiver or administrative receiver is appointed in relation to the Other Party or its assets, the Other Party has a freezing order made against it or becomes insolvent, or becomes subject to a moratorium or a company voluntary arrangement under the Insolvency Act 1986 or a restructuring plan under Part 26A of the Companies Act 2006, or the Other Party makes any arrangement or composition with or for the benefit of its creditors or takes or suffers any similar or analogous action in consequence of debt.

9.2. On termination of this Agreement, Client will pay for all 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 Agency for the performance of the Services prior to the date of termination.

General

10.1. Agency is not liable for any delay or failure in performance of its obligations to Client where this arises from matters outside its reasonable control.

10.2. Any failure by Agency to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

10.3 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.

10.4. No provision of these Terms will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 (the "Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

10.5. Without prejudice to clause 2.2, whereupon these Terms are executed by the signature of duly authorised representatives of the Parties this forms a binding agreement and will supersede all previous agreements or representations whether written or oral including, without limitation, Client's terms and conditions, purchase order or other Client documents with respect to the provision of Services set out herein provided by Agency. These Terms may not be modified or amended except in writing and signed by a duly authorised representative of Agency.

Notices

11.1. Any notice required to be given under these Terms will be delivered by hand, sent by facsimile, e-mail or prepaid first-class post to the recipient at its fax number or address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

11.2. Notices in connection with these Terms will be deemed to have been given and served,

- a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery;
- b) if sent by facsimile or by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the authorised recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or
- c) if sent by prepaid first class post, 48 hours from the time of posting.

For the avoidance of doubt and for the purpose of this clause 11.2, a "**business day**" will mean any day excluding Saturday, Sunday and public holidays.

Governing Law

12.1. These Terms will be construed in accordance with the laws of England and Wales and all disputes, Claims or proceedings between the Parties relating to the validity, construction or performance of these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

THE SCHEDULE
INTRODUCTION FEE

- 1 The Introduction Fee payable is calculated by applying the appropriate percentage shown below to a Candidate's total first year's remuneration. The total first year's remuneration means the Candidate's taxable gross remuneration including, but not limited to, all guaranteed income, bonuses, shift allowance, car allowance, relocation allowance, commission, share buyouts and weighting allowance. If Candidates are appointed for less than a year, any remuneration will be annualized for the calculation of the fee.
- 2 Agency's Introduction Fee is 25% of a Candidate's total first year's remuneration.
- 3 Client shall provide Agency a full statement of the total first year's remuneration to be received by a Candidate.
- 4 VAT is to be charged in addition to the Introduction Fee where applicable.