

Odyssey Recruitment

TERMS OF BUSINESS FOR CLIENTS

STANDARD TERMS OF BUSINESS FOR PERMANENT RECRUITMENT

This Contract is between Odyssey Enterprises Ltd (No.04825653) at 71-75 Shelton Street, London WC2H 9JQ, United Kingdom (Odyssey Recruitment) T/A Odyssey Recruitment and the Client: [REDACTED]

Whereas this Terms of Business constitutes the entire business terms between Odyssey Recruitment and the Client and shall govern all business between them.

1. DEFINITIONS

In these Terms of Business, the following definitions apply:

- 'Acceptance' means the date on which the Candidate signs the offer of Engagement;
- 'Candidate' means individual, partnership, corporate entity or any other person introduced by the Company to the Client for an Engagement including any members of the Company's own staff;
- 'Client' means the person, firms or corporate body together with any subsidiary or associated company (as defined by the Companies Acts of 1985 and 2006) to whom the Candidate is introduced by or on behalf of the Company;
- 'Company' means Odyssey Enterprises Limited (Company No: 04825653) trading as 'Odyssey Recruitment' with Information Commissioner's Office registration number Z1881079;
- 'Engagement' means the engagement, employment or use of the Candidate directly or indirectly by the Client on a permanent or temporary basis, whether under the contract of service or for the services, under an agency, license, franchise or partnership agreement, or any other engagement;
- 'Introduction' means (i) the provision of any information by the Company to the Client (including the provision of a curriculum vitae) which identifies a candidate and/or (ii) the Client's interview of a Candidate whether in person or by telephone or by any other means, regardless of whether or not the Client knew the Candidate previously, and "introduced" will be construed accordingly;
- 'Remuneration' means the actual or anticipated compensation to be paid to the Candidate by the Client as remuneration for the first year of the Engagement, including but not limited to salary, bonus, (whether guaranteed or variable).
- 'Fees' means 35% of remuneration, subject to a minimum fee of £6000.

Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms of Business constitute the contract between the Company and the Client and are deemed to be accepted by the Client upon receipt of the Terms of Business or by virtue of an Introduction to, or the Engagement of, a Candidate or the passing of any information about the Candidate to any third party following an Introduction.

2.2 All and any business undertaken by the Company is transacted subject to these Terms of Business, all of

which shall be incorporated in any agreement between the Company and the Client. Unless otherwise agreed in writing by a Director of the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client and supersedes all or any previous terms of business.

2.3 No variation or alteration of these Terms of Business shall be valid unless the details of such variation are agreed between the Company and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after such varied Terms of Business shall apply. Any variations or alterations must be approved in writing by a Director of the Company.

2.4 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

3. NOTIFICATION AND FEES

3.1 The Client authorises Odyssey Recruitment to advertise the availability of the position which the Client engages Odyssey Recruitment to fill.

3.2 The Client agrees:

3.2.1 To notify Odyssey Recruitment within 7 days, in writing, if a Candidate is already known to it, whether as a result of a previous submission or interview through a source other than Odyssey Recruitment. The Client agrees not to directly contact any Candidate without prior approval of Odyssey Recruitment.

3.2.2 To notify the Company immediately when its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Company as soon as the Engagement has been made. If it fails to provide these details within seven days of an Engagement, the Client agrees to pay an increased fee of 40% of remuneration or £15,000 (whichever is greater).

3.2.3 To pay the Company's fee within 14 days of the date of the invoice. Odyssey will invoice the Client for the Fee, which is exclusive of VAT. Except in the circumstances set out in clauses 3.3, no fee is incurred by the Client until the Candidate accepts the offer of the Engagement when the Company will render an invoice to the Client for its fee.

3.2.4 To pay additional costs incurred by non- payment or late payment of an invoice. The Company will charge interest on invoiced amounts unpaid past the due dates at the rate of 8% per annum above The Bank of England base rate from the due date until the date of actual payment. The Client will bear any legal costs or other expenses incurred by the Company as a result of non-payment or late payment of an invoice and the Company reserves the right to charge forex for currency fluctuations in the event of late payments.

3.2.5 The Client undertakes not to employ or seek to employ members of the staff of the Company but if any such member of staff accepts an Engagement within 12 months of such member leaving the employment of the Company, then the Client shall be liable to pay the Company's scale fees as if such member had been introduced by the Company.

Recruitment: Retained Assignments

3.3 The fee shall be payable in the following instalments:

3.3.1 One third of the fee on acceptance of the client's instructions, payable within 7 days of invoice;

3.3.2 One third of the fee upon delivery by the company of a short-list of candidates, payable within 7 days of invoice;

3.3.3 The final third upon commencement of the Engagement payable within 14 days of invoice; and

3.3.4 Where the precise remuneration is not known in advance, the remuneration will be estimated for the purpose of the first two instalments of the fee. The final instalment of the fee will be based upon the actual remuneration and any necessary adjustments will be made and no entitlement to refunds of any paid instalments arises where the Client decides not to proceed with the search or appointment of the applicant.

Recruitment: Contingency Assignments

3.4 The fee payable to the Agency by the Client for an introduction resulting in an Engagement is calculated in accordance with the Fee Structure below on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

Fee Structure: Remuneration of Candidate (£) 35% of Remuneration Payable as a Fee to Company, payable in two installments. 50% of the fee is payable within 14 days of the Candidate accepting an offer of engagement and the balance of the fee is payable within 14 days of the Candidate commencing the engagement.

3.4.1 In the event that an Engagement is for less than 12 months, the fee in clause 3.4. will apply pro rata. If the Engagement is extended beyond the initial fixed term, or if the Client re-engages the Candidate within 12 calendar months from the date of termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second engagement or the first anniversary of its commencement, whichever is the sooner.

3.4.2 If the Client subsequently engages or re-engages the Candidate within the period of twelve prior months from the date of termination of the Engagement or Withdrawal of the offer, a full fee calculated in accordance with clause 3.4 will apply.

4. REFUND GUARANTEES

4.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within 14 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.

4.2 In the event of a Candidate terminating or the Client lawfully terminating an Engagement within 12 weeks of the date upon which such Candidate commenced work for the Client and provided that:

4.2.1 all monies due hereunder have been paid in full by the Client in accordance with clause 3.2.3 above;

4.2.2 such termination is not as a result of redundancy, pregnancy, injury or ill-health or by reason of the Candidate's race, sex or any disability;

4.2.3 such termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with Candidate's services or terminating employment either without proper cause or with a view to obtaining a refund unfairly;

4.2.4 the Client serves notice on the Company in writing at its registered office of the termination of the Engagement within 7 days thereof; and

4.2.5 neither the Client nor any subsidiary, associated or holding company of the Client shall commence Engagement of the Candidate within 12 months from the date of the termination of the Engagement.

then a pro-rated refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in this clause 4.

Week in which the Candidate leaves: %of the introduction fee refund

1-2 90%: 3-4 80%: 5-6 50%: 7-8 35%: 9-10 15%: 11-12 5%

There will be no refund where the Candidate leaves during or after the 12th week of the Engagement.

4.3 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company the full fee.

4.4 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Candidate within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee above becomes payable, with no entitlement to a refund

5. INTRODUCTIONS

5.1 The introduction of a Candidate is confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Company which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Company's fees with no entitlement to any refund.

5.2 An introduction fee will be charged in relation to any Candidate engaged as a consequence of or resulting from an Introduction by or through the Company, whether direct or indirect, within 12 months from the date of the Company's introduction.

6. SUITABILITY

6.1 The Company endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the qualifications, experience, training and any authorization which the Client considers necessary or which may be required by Law or by any Professional Body; that the Candidate is willing to work in the position which the Client seeks to fill.

6.2 The Company endeavours to take all such steps as are reasonably practical to ensure that the Candidate and Client are aware of any requirements imposed by Law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.

6.3 The Company endeavours to take all such steps as are reasonably practical to ensure that it would not be detrimental to the interests of either the Candidate or the Client for the Candidate to work in the position which the Client seeks to fill.

6.4 Notwithstanding clauses 6.1, 6.2 and 6.3 above, the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Company before engaging such a Candidate. The Client is responsible for obtaining work permits and/or such permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical or other requirements, qualifications or permission required by the Law of the country in which the Candidate is engaged to work.

6.5 To enable the Company to comply with its obligations under clauses 6.1, 6.2 and 6.3 above, the Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the type of work that the Candidate would have to do; the location and hours of work; the experience, qualifications and training and any authorizations which the Client considers are necessary or which are required by Law or any professional body for the Candidate to work in this position; any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work, the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

7. LIABILITY

7.1 The Company shall not be liable under any circumstances for any loss, expense, damage, injury delay, costs

or compensation (whether direct, indirect special or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Company to introduce any Candidate and, in particular, but without limitation to the foregoing, any such loss, expense, damage injury, delay, costs or compensation arising from or in any way connected with:

7.1.1 Failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to clause 4 above);

7.1.2 Any act or omission of a Candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise;

7.1.3 Any loss, injury, damage, expense or delay incurred or suffered by a Candidate;

PROVIDED THAT nothing in this clause 7.1 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.

7.2 In consideration of the Company entering into an agreement with the Client into which these Terms of Business are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for:

7.2.1 Any loss, injury, expense or delay suffered or incurred by a Candidate, howsoever caused; and

7.2.2 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 willful, negligent, fraudulent, dishonest, reckless or otherwise,

PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement.

7.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the fee payable to the Company hereunder and shall accept risk and/or insure accordingly.

8. TERMINATION

8.1 The Company may terminate this professional relationship in its entirety at any time by written notice given to the Client. There shall be no liability owed by the Company to the Client for the termination of this professional relationship. The Company reserves the right to remove, delete or suspend the Client's online profile or job offerings at any time, for reasons including, but not limited to

8.1.1 Any material misrepresentation of jobs, including Engagement and Remuneration; and

8.1.2 Any mistreatment, if proven, beyond reasonable doubt, of Candidates pre or post Engagement.

8.2 Any provisions of these Terms of Business which by their nature extend beyond termination of our relationship or completion of the particular transaction or matter shall survive such termination or completion.

8.3 A decision by the Company to terminate the professional relationship with the Client shall not affect the Company's ability to recover damages under these Terms of Business.

9. LAW

9.1 These Terms of Business are governed by the laws of England and are subject to the non- exclusive jurisdiction of the Courts of England.

10. MISCELLANEOUS

10.1 The Company reserves the right to review and to revise these Terms of Business without prior notice.

SIGNED for and on behalf of (the Client)

Name

Date

SIGNED for and on behalf of Odyssey Enterprises Ltd

(or trading division thereof)

Name

Date
