



## Vine Resources Ltd Terms And Conditions Of Business Permanent Staff

### 1.0 Definitions

- 1.1 In these conditions the following expressions shall be given the following meanings
- 1.1.1 **"the Company"** Vine Resources Ltd of 3<sup>rd</sup> Floor, News Building, 3 London Bridge Street, London, SE1 9SG, United Kingdom. being an employment agency introducing work seekers to clients for direct employment by those clients i.e. permanent recruitment.
- 1.1.2 **"the Client"** (Company name, address and registered number) any person, firm, company or organisation who approaches the Company with a view to engaging or otherwise employing an Applicant.
- 1.1.3 **"an Applicant"** is a person introduced by the company to the client for the purpose of Engagement.
- 1.1.4 **"Engagement"** the employment or other use, whether under contract for service or contract for services or otherwise, of an Applicant.
- 1.1.7 **"Month"** Means calendar month.
- 1.1.8 **"Week"** means seven consecutive days.
- 1.1.9 **"Data Controller"** in accordance with the General Data Protection Regulations (EU) 2016/679 in respect of processing undertaken on or after 25<sup>th</sup> May 2018.
- 1.1.10 **"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 the General Data Protection Regulation (EU) 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications) and any legislation that replaces or converts such regulations resulting from the United Kingdom leaving the European Union.
- 1.1.11 **"Personal Data"** means as set out in and will be interpreted in accordance with Data Protected Legislation.
- 1.1.12 **"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 and, where applicable, to any Representative.
- 1.2 In these conditions words importing the singular shall include the plural and vice versa. The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.
- 1.3 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or unenforceability of such provision and shall be served for that purpose or of the remaining provisions. Any such provision shall be deemed to be served for that purpose subject to such consequential modifications as may be necessary for the purpose of such severance.
- 1.4 An interviewing of an Applicant by, or on behalf of the client, or acceptance by or on behalf of the client, of services of an Applicant or the commencement by an Applicant, of services or work or the Client (whichever

first occurs) shall be deemed acceptance and agreement to these Conditions on the part of the Client.

- 1.5 The client company agrees the previous posting of a candidate's resume, the appearance of a candidate's name, persona or personal history, on the internet or in a non-active status in a corporate database does not constitute a meaningful relationship with the candidate or preclude the obligation of the fee agreement.

### 2.0 Obligations of the Company

- 2.1 The Company will notify the Client immediately if an offer of employment is accepted by an Applicant.

### 3.0 Obligation of the Client

- 3.1 The Client will notify the Company immediately if an offer of employment accepted by an applicant or otherwise upon the commencement of an Engagement (whichever first occurs). Should a Client fail to notify the Company within 14 days of the start date, a fee becomes payable of 40% of the anticipated first year's salary of the Candidate or Aus\$50,000, whichever is greater.
- 3.2 the Client shall satisfy itself (for example taking up references) as to the suitability for the purpose for which the Applicant is required by the Client, of any Applicant before engaging such Applicant.
- 3.3 The Client shall be responsible for obtaining such work and other permits and satisfying any medical requirements or qualifications as may be required by law in relation to the Engagement of an Applicant.
- 3.4 The Company undertakes not to solicit any employee of the Client during the term of this contract.
- 3.5 The Client undertakes not to employ or seek to employ members of the staff of the Company but if any member of such staff accepts an Engagement by the client within 6 months of such member leaving the employment of the Company, then the Client shall be liable to pay the Company's scale fee as if such member had been introduced by the Company (which the Client shall immediately notify to the Company) in accordance with Condition 4 herein.
- 3.6 The Client undertakes that in the event of the Client introducing (directly or indirectly) any Applicant to another person, firm, company or organisation, including any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person, firm, company or organisation, the Client shall be liable to pay the Company's scale fee as if such member had been introduced by the Company (which the Client shall immediately notify to the Company). unless the Engagement occurs more than 12 months after the introduction of the Applicant to the Client by Company.

### 4.0 Fees

A non-refundable engagement fee of Aus \$5,000 shall be payable immediately by the Client on instruction of a vacancy to the Company unless an Applicant's details have been sent to the Client in advance of instruction. The placement fee (less any engagement fee) shall be calculated on base salary as follows:-

20% up to Aus \$150,000

25% from Aus \$150,001 and above



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The Company offers a free replacement if the engaged Candidate proves to be unsuitable or leaves the employment of the Client within 90 days of the Candidate's start date provided that the initial fee invoice was paid by the Client within agreed payment terms.

- 4.1 A placement fee invoice will be issued on the Applicant's start date, and all monies due herewith shall be paid by the Client within 14 days of the date of invoice. VAT will be charged if applicable. In the event that the Engagement is for a fixed term of less than 12 months, the placement fee will be pro-rated. If the Engagement is extended beyond the initial fixed term or the Client re-engages the Applicant within 6 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the base salary applicable for the additional period of Engagement.
- 4.2 We understand and will exercise our statutory right to charge interest at a rate of 8% over and above the Bank of England base rate on all overdue accounts.
- 5 **Data Protection**
  - 5.1 For the purposes of this clause 7 "Data Subject" means as set out in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate and Representative.
  - 5.2 The parties hereto acknowledge that Employment Business is a Data Controller in respect of the Personal Data of the Candidate and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
  - 5.3 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.
  - 5.4 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, Employment Business or by a Candidate, will be used, processed and recorded by the receiving party in accordance with Data Protection Legislation.
  - 5.5 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.
  - 5.6 The Client will -
    - 5.6.1 comply with the instruction of the Employment Business 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 Employment Business, Client will set out their legal basis for the request of such data and accept that Employment Business may refuse to share/transfer such Personal Data where, in the reasonable opinion of Employment Business, it does not comply with its obligations in accordance with Data Protection Legislation;
    - 5.6.2 not cause Employment Business to breach any of their obligations under the Data Protection Legislation.
  - 5.7 In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify the Company and will provide Company with a description of the Personal Data

Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Company reasonably requests relating to the Personal Data Breach.

- 5.8 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 Company may request to -
  - 5.8.1 investigate and defend any claim or regulatory investigation;
  - 5.8.2 mitigate, remedy and/or rectify such breach; and
  - 5.8.3 prevent future breaches.  
and will provide the Company with details in writing of all such steps taken.
- 5.9 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 the Company.
- 5.10 Client agrees it will only Process Personal Data of Candidate or of Representative for the agreed purpose of provision of Services pursuant to these Terms.
- 5.11 Client will provide evidence of compliance with clause 5.7 upon request from the Company.
- 6.0 **Liability and Indemnity**

The Company shall not be liable to the Client for any loss, injury, damage, expense or delay incurred/suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and in particular but without limitation to the foregoing, and any such loss, injury, damage, expense or delay, connected with:

  - A Failure of the Applicant to meet the requirements of the Client for all or any of the purpose for which he is required by the Client
  - B any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise.
  - C any loss, injury, damage, expense for delay incurred or suffered by an Applicant.

### 10.0 Governing Law and Jurisdiction

This Agreement shall be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of England

### ACCEPTANCE OF THESE TERMS OF BUSINESS

Upon receipt of these Terms of Business by the Client they will be deemed as accepted by the both the Client and Company once the Client (post receipt of these terms of business) subsequently engages, instructs or conducts in activities that leads to an engagement of a Candidate introduced by the Company. Signing of these terms of business is not considered a pre-condition for their acceptance. If the Client requires amendments or addendums to be made to these terms of business, then all alterations or addendums must be agreed in writing by both the Client and the Company.

It is the Clients responsibility to ensure that someone is suitably authorised to accept these terms and conditions.