



# RECRUITMENT

Empowering Ethical Finance

## TERMS AND CONDITIONS OF BUSINESS

VERSION 7, LAST UPDATED 09/10/2024

### FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM EMPLOYEES

#### 1 INTERPRETATION

1.1 In these terms and conditions of business (“**the Terms**”) the following expressions will be given the following meanings:

“ <b>Candidate</b> ”	a person Introduced by CU Recruitment to the Client to be considered for Engagement;
“ <b>Client</b> ”	any person, firm, or company who instructs CU Recruitment with a view to Engaging a Candidate, or to whom a Candidate is Introduced by CU Recruitment;
“ <b>CU Recruitment</b> ”	CU Recruitment Ltd, registered in England and Wales under number 14037069 of 152 Cherry Tree Avenue, Waterlooville, Hampshire, England, PO8 8AX;
“ <b>Data Protection Legislation</b> ”	the EU’s GDPR (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended including as a result of the UK leaving the EU on 31/12/2019;
“ <b>Engagement</b> ”	the employment, hire or other use, directly or indirectly, whether under a contract of service or contract for services, on a permanent, temporary, or other basis, in any role, and at any site, office, or location (and “ <b>Engage</b> ”, “ <b>Engages</b> ” and “ <b>Engaged</b> ” will be interpreted accordingly);
“ <b>Exclusive</b> ”	the instruction of CU Recruitment by the Client to carry out a Search for Candidates to the exclusion of any other employment agency (and “ <b>Exclusivity</b> ” will be interpreted accordingly);
“ <b>Introduction</b> ”	any means by which a Candidate’s availability for any Engagement (actual or potential, present, or future) is communicated to the Client including, by post, e-mail, or phone (and “ <b>Introduces</b> ” and “ <b>Introduced</b> ” will be interpreted accordingly);
“ <b>Introduction Fee</b> ”	the fee payable by the Client to CU Recruitment for an Introduction resulting in an Engagement, whether or not CU Recruitment is the effective cause of the Introduction, and regardless of whether the Candidate is Engaged for the Role for which they were originally Introduced;
“ <b>Regulations</b> ”	the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended (and any reference in the Terms to a ‘ <b>Regulation</b> ’ will be interpreted accordingly);
“ <b>Remuneration</b> ”	the gross base salary or equivalent fees for the first year’s Engagement (actual or proposed) including bonuses, commission, overseas premiums, relocation/living/accommodation allowances, inducement payments and any other benefit or payment in kind. The provision of a car is valued at £5,000 additional remuneration;
“ <b>Search</b> ”	the search by CU Recruitment for Candidates who are Introduced to the Client;

#### 2 THE CONTRACT

- 2.1 In the Terms, words importing the singular will include the plural and vice versa; reference to “**a Person**” includes an individual, a firm, or a company; and the Client and CU Recruitment will be referred to as a “**Party**”, or together “**the Parties**”.
- 2.2 All and any business undertaken by CU Recruitment is transacted subject to the Terms which will be incorporated in any agreement between CU Recruitment and the Client. In the event of any conflict between the Terms and any other terms and conditions, the Terms will prevail unless expressly otherwise agreed in writing by a Director of CU Recruitment. No variation to the Terms will be valid if made without the written consent of a Director of CU Recruitment.
- 2.3 If the Terms are unsigned, the Client will be deemed to have accepted and agreed to the Terms if at any time on or after an Introduction the Client or any Person on its behalf, directly or indirectly contacts a Candidate; or, a Candidate is interviewed by or on behalf of the Client; or, an offer of Engagement is made to a Candidate by or on behalf of the Client; or, a Candidate is directly or indirectly Engaged by or on behalf of the Client; or, the Client or any Person on its behalf



acts upon the Introduction in any way (whichever first occurs). This clause 2.3 will apply regardless of any prior Engagement of a Candidate by the Client in any role.

- 2.4 Once accepted the Terms will apply to all current and future Searches, unless or until terminated by either party in accordance with clause 7 below, irrespective of by whom the Terms were signed (if applicable) and whether they remain in the employment of the Client.
- 2.5 For the purposes of the Regulations, when Introducing the Candidate to the Client, CU Recruitment is acting as an employment agency.

### **3 OBLIGATIONS OF CU RECRUITMENT**

- 3.1 CU Recruitment will Exclusively assist the Client to develop the role(s) for which it will Introduce Candidates (“the Role”), unless otherwise agreed in writing by a Director of CU Recruitment.
- 3.2 CU Recruitment will use its reasonable endeavours to Introduce suitable Candidates to the Client to carry out the Role for which CU Recruitment has been instructed to carry out a Search; or for a role for which the Candidate is subsequently Engaged.
- 3.3 CU Recruitment will endeavour to ensure the suitability of Candidates Introduced to the Client to work in the Role by taking all reasonably practicable steps including pre-screening Candidates.
- 3.4 CU Recruitment will advertise for Candidates in any media it deems suitable, arrange interviews and handle feedback. When advertising for a Role CU Recruitment has the Client’s consent to use the Client’s logo, unless the Client has expressly stated otherwise in writing.
- 3.5 Notwithstanding CU Recruitment’s obligations under the Regulations, no warranty as to the suitability of any Candidate, or of the validity of any qualification or experience which the Candidate may have or purport to have, or of a Candidate’s right to work in the country in which they might be Engaged, can be given by CU Recruitment.

### **4 OBLIGATIONS OF THE CLIENT**

- 4.1 To enable CU Recruitment to comply with its obligations to the Candidate under the Regulations, the Client undertakes to provide full details of the Role which it seeks to fill, including: the type of work; the location and hours of work; the experience training and qualifications which the Client considers necessary or which are required by law or any professional body for the Role; and, any risks to health or safety known to the Client, and what steps it has taken to prevent or control such risks.
- 4.2 In addition to the provisions set out in clause 4.1 above, the Client will provide details of: the date it requires the Candidate to commence work; the duration or likely duration of the work; the minimum rate of remuneration; expenses and any other benefits that are 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.
- 4.3 The Client will review and respond to CVs, provide candidate feedback, provide suitable dates for interviews, and provide any other details required for CU Recruitment to carry out the Search in a timely manner so as to not disrupt the recruitment process.
- 4.4 The Client will confirm that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client if it Engages a Candidate to fill a vacancy; and will inform CU Recruitment immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of a Candidate or the Client.
- 4.5 If and whenever the Client Engages a Candidate Introduced by CU Recruitment, the Client will be liable to pay an Introduction fee in accordance with clause 5 below, unless the Engagement occurs more than 12 months after the Client’s last contact with the Candidate after their Introduction by CU Recruitment.
- 4.6 An Introduction Fee will be charged whether or not the Client knew of the Candidate previously. If, upon Introduction, the Client considers that the Candidate is already known to it, it must notify CU Recruitment within 3 working days of Introduction. If the Client fails to do so, it will not be able to rely on previous knowledge of the Candidate after the event.
- 4.7 As CU Recruitment is working Exclusively with the Client to fill a Role, the Client warrants that if another employment agency (as defined by the Regulations) provides the Client with a CV or other relevant information relating to a Candidate Introduced by CU Recruitment, the Client will reject the same. For the avoidance of doubt, the Client remains permitted to instruct another employment agency to fill any role for which CU Recruitment has not been instructed to carry out a Search.



- 4.8 If, prior to termination of the Terms or within 3 months after such termination, the Client fills a Role on which CU Recruitment has been Exclusively instructed to carry out a Search by any other means e.g. direct application, internal resource or other employment agency, it will be liable to CU Recruitment for 50% of the Introduction Fee. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages suffered by CU Recruitment in this situation.
- 4.9 CU Recruitment will obtain Candidate references, ensure that the Candidate has valid right to work documents, check the validity of qualifications, ensure that the Candidate has the necessary experience and expertise required to undertake the Role, and ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law. However, the Client will have the ultimate obligation to satisfy itself as to the suitability of any Candidate, and to obtain any work or other permits.
- 4.10 CU Recruitment will manage all negotiations between the Candidate and the Client prior to and up to an offer of Engagement being made to the Candidate, including but not limited to start date, salary, Remuneration, and benefits package.
- 4.11 The Client will notify CU Recruitment immediately if an offer of Engagement is made to or accepted by a Candidate, and confirm the Remuneration agreed.
- 4.12 The Client further undertakes that if it Introduces (directly or indirectly) any Candidate to another Person, which will be deemed a “**Third Party Introduction**”, resulting in an Engagement by that Person (which the Client will immediately notify to CU Recruitment) the Client will pay CU Recruitment a Third Party Introduction Fee calculated in accordance with clause 5.1 below, unless the Engagement occurs more than 12 months after the Client’s last contact with the Candidate after their Introduction by CU Recruitment. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages suffered by CU Recruitment in this situation.
- 4.13 The Client undertakes not to Engage or seek to Engage any member of CU Recruitment’s staff. If any member of CU Recruitment’s staff nevertheless accepts an Engagement with the Client within 6 months of leaving CU Recruitment’s Engagement, the Client will pay an Introduction Fee to CU Recruitment as if that member of staff had been Introduced to the Client by CU Recruitment, calculated in accordance with clause 5.1 below with reference to the member of staff’s Remuneration as at the date of leaving CU Recruitment. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages suffered by CU Recruitment in this situation.
- 4.14 The Client agrees that unless otherwise agreed in writing, upon the successful Engagement of a Candidate Introduced by CU Recruitment, CU Recruitment has the Client’s consent to use the Client’s logo and any testimonial on the “Our Clients” page of CU Recruitment’s website.

## 5 INTRODUCTION FEES

- 5.1 CU Recruitment will charge the Client, and the Client will pay, an Introduction Fee calculated as a percentage of the Candidate’s Remuneration for each and every Candidate it Engages, as set out below:
- 5.1.1 15% for a non-Director/Board/Chair or C-suite Role
- 5.1.2 25% for Director/Board/Chair or C-suite Role
- 5.2 If the Client is a not-for-profit company or organisation, and subject to confirmation in writing by a Director of CU Recruitment, the Introduction Fee will be calculated at a reduced percentage of the Candidate’s Remuneration for each and every Candidate it Engages, as set out below:
- 5.2.1 12% for a non-Director/Board/Chair or C-suite Role
- 5.2.2 20% for Director/Board/Chair or C-suite Role
- 5.3 Even if the Role is voluntary (i.e.: the Candidate receives no Remuneration), the following minimum Introduction Fees will apply:

<u>Role Type</u>	<u>Minimum Introduction Fee</u>
Non-Director/Board/Chair or C-suite Role	£1500
Director/Board/Chair or C-suite Role	£2000



- 5.4 CU Recruitment will raise its invoice for the Introduction Fee on the day the Candidate commences the Engagement with the Client.

#### Interim Engagements

- 5.5 If the Client Engages a Candidate on an interim, temporary, trial, probationary, fixed term, locum, or other such basis, for a period of less than 12 months (any such Candidate being “the Interim”), the Client will pay the Introduction Fee in accordance with clauses 5.1 – 5.3 above (as applicable to the Search) pro-rated for the period of the Engagement, subject to the following provisions:
- 5.5.1 a minimum Introduction Fee of £1,250 will apply to Non-Director/Board/Chair roles regardless of the period of the Engagement;
- 5.5.2 a minimum Introduction Fee of £1,750 will apply to Director/Board/Chair roles regardless of the period of the Engagement;
- 5.5.3 if the Client continues to Engage the Interim for a definite or an indefinite period in excess of the period for which the Interim was first Engaged, or re-Engages the Interim within 6 months of the end of the period for which the Interim was first Engaged, the Client will pay CU Recruitment a full Introduction Fee calculated in accordance with clauses 5.1 – 5.3 above (as applicable to the Search) subject to credit being given for the pro-rated Introduction Fee already paid; and,
- 5.5.4 if the Client Introduces (directly or indirectly) any Interim to another Person resulting in the Engagement of the Interim by that Person (either of which circumstances the Client will immediately notify to CU Recruitment), the Client will pay CU Recruitment a full Introduction Fee calculated in accordance with clauses 5.1 – 5.4 above (as applicable to the Search) with no credit being given for the pro-rated Introduction Fee already paid.
- 5.6 If the Client fails to confirm the Candidate’s Remuneration in accordance with clause 4.2 above, CU Recruitment will calculate the Introduction Fee in accordance with clauses 5.1 – 5.3 above based on a comparable market rate.
- 5.7 If the Client withdraws offer of Engagement after it has been accepted by any Candidate, the Client will remain liable for the Introduction Fee that would have applied if the Candidate had commenced the Engagement with the Client. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages suffered by CU Recruitment in this situation.
- 5.8 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 CU Recruitment and Engaged by the Client, a further Introduction Fee will be payable. For the avoidance of doubt this clause 5.8 will apply if the Client Engages more than 1 Candidate Introduced as part of a Search during which a short or long list of Candidates may be provided.
- 5.9 If a Candidate is rejected by the Client, or a Candidate rejects an offer of Engagement, and the Candidate is subsequently Engaged by the Client within 12 months of the date of the last contact the Client had with the Candidate after their Introduction by CU Recruitment, the Client will remain liable to pay the Introduction Fee to CU Recruitment.
- 5.10 If the Client disputes the invoice raised, it will notify CU Recruitment within 5 working days of receipt.
- 5.11 When and if relevant to do so, invoices will include VAT in addition to the Introduction Fee. All invoices must be paid by the Client within 7 days of the invoice date.
- 5.12 CU Recruitment reserves the right to charge the Client interest, compensation, and reasonable debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 in respect of any amount outstanding after the day on which it is due (both before and after Judgment), from the due date of the invoice up to and including the day of payment.
- 5.13 Any agreement to discount the Introduction Fee or accept payment by instalments, or any other concession, will not be valid and binding upon CU Recruitment unless agreed in writing by a Director of CU Recruitment.
- 5.14 The Introduction Fees charged by CU Recruitment and detailed in clause 5.1 above are reduced to reflect its Exclusive instruction by the Client. If, prior to the termination of the Terms, the Client acts in breach of clause 4.7 above, and/or instructs another employment agency to work on the Role, it will constitute a material breach of the Terms; and CU Recruitment will be entitled to charge, and will raise an invoice for, a non-reduced fee calculated at 50% of the Introduction Fees detailed in clause 5.1. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages suffered by CU Recruitment in this situation. This fee will be raised regardless of whether there is successful Engagement of a Candidate, and if there is Engagement of a Candidate Introduced by CU Recruitment this fee shall be raised in addition to the Introduction Fee as calculated by this clause 5, and shall be raised upon the



sooner date of either:

- 5.14.1 the Engagement of a Candidate to work in the Role Introduced by CU Recruitment; or,
- 5.14.2 the Engagement of a Candidate to work in the Role Introduced by another employment agency; or,
- 5.14.3 the Client's cancellation of the Search for Candidates for the Role; or,
- 5.14.4 The termination of the Terms; or,
- 5.14.5 30 days from the date at which the Client acted in breach of clause 4.7 above, and/or instructs another employment agency to work on the Role.

## 6 REPLACEMENTS AND REBATES

- 6.1 For the purpose of this clause 6 "the termination date" and "the date of the termination" will be the Candidate's last working day of Engagement by the Client.
- 6.2 If a permanent Candidate terminates, or the Client lawfully terminates, an Engagement within 12 weeks of Engagement, the Client will be entitled to a replacement Candidate ("**the Replacement Candidate**") for whom CU Recruitment will have 12 weeks to search.
- 6.3 If CU Recruitment is unable to Introduce a Replacement Candidate, and provided that:
  - 6.3.1 all moneys due under the Terms have been paid by the Client in accordance with clause 5.11 above; and,
  - 6.3.2 termination is not as a result of redundancy, injury, or ill-health or by reason of discrimination against the Candidate under the Equality Act 2010, or any other circumstances beyond the Candidate's control; and,
  - 6.3.3 termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Candidate's services or terminating employment either without proper cause or with a view to obtaining a refund unfairly; and,
  - 6.3.4 the Client serves notice on CU Recruitment in writing of the termination of the Engagement within 7 days of the termination date, the Client will be entitled to a rebate of the Introduction Fee in accordance with the scale below ("**the Rebate**"):

<u>Week of Termination Date</u>	<u>Rebate Percentage</u>
1-2	100%
3-4	75%
5-8	50%
9-12	25%

- 6.4 If a Replacement Candidate terminates, or the Client lawfully terminates, their Engagement within 12 weeks of commencement, the Client may choose whether CU Recruitment searches for a further replacement or receives a Rebate, save that the Rebate % will only apply to the termination date of the Replacement Candidate.
- 6.5 If an Interim terminates, or the Client lawfully terminates, an Engagement within 2 weeks of commencement, and the Client has complied with clause 6.3 above, the Client will be entitled to a Rebate of 50% of the Introduction Fee.
- 6.6 No Rebate will be available if the Client fails to comply with clause 6.3 above; or where the Candidate was previously Engaged in any capacity by the Client through CU Recruitment; or if the Client has previously negotiated a discount of the Introduction Fee with CU Recruitment which has been confirmed in writing; or if the Engagement, in the opinion of CU Recruitment, differs substantially from that which was offered to and accepted by the Candidate; including (without limitation) changes in type of work, responsibilities and location.
- 6.7 No Rebate will be available if the Client fails to comply with clause 4.3 above, despite if CU Recruitment has not been able to provide a refill within 12 weeks of a permanent Candidate's termination. This clause 6.7 does not, however, affect the Client's right to being provided with a Replacement Candidate, nor does it affect the right of the Client to being provided with a further replacement as per clause 6.4 above.



6.8 If the Client, or any Person connected to or associated with the Client, re-Engages the Candidate within 6 months of the date of the termination of the Engagement, any Rebate will be immediately re- payable and no Rebate will be available in relation to the re-Engagement.

6.9 The provisions of this clause 6 will not apply if the circumstances set out in clause 5.9 above apply.

## 7 TERMINATION

7.1 Either Party may terminate the Terms by giving the other Party 30 days' prior written notice.

7.2 If either Party terminates the Terms in accordance with clause 7.1 above, any existing Introductions will not be terminated but will continue and remain subject to the provisions of the Terms.

7.3 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement immediately on written notice to the other Party:

7.3.1 if the other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy, the breach is not remedied within 14 days of the other Party receiving notice which specifies the breach and requiring the breach to be remedied; or,

7.3.2 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.

## 8 CONFIDENTIALITY AND DATA PROTECTION

8.1 For the purpose of this clause 8 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" will have the meanings prescribed under the Data Protection Legislation.

8.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, CU Recruitment is the Data Controller, and the Client is the Data Processor unless or until it Engages the Candidate (for the purposes of these Terms the Data Subject).

8.3 The Parties agree that they will always comply with the Data Protection Legislation; however, CU Recruitment does not consent to the Client appointing any third-party processor of Personal Data under the Terms.

8.4 The Client will indemnify CU Recruitment against all loss, liability, damages, costs, third party claims, fees, and reasonable incurred expenses which CU Recruitment and/or any of its Candidates may incur or suffer by reason of any breach of this Clause 8 or the Data Protection Legislation by the Client, save where the Client is acting at the direct instruction of CU Recruitment. This indemnity will only apply to the extent that such losses, liability, damages, costs, claims, fees, and expenses are not materially contributed to by CU Recruitment.

8.5 A Candidate's CV is provided in strict confidence to the Client, purely for its information, and only on the basis that its content is not disclosed to any other Person without CU Recruitment's prior written consent; and, that the Client does not approach the Candidate's current employer unless or until the Candidate has accepted a written offer of Engagement from the Client.

## 9 LIABILITY & INDEMNITY

9.1 Neither CU Recruitment nor any of its staff will be liable to the Client for any indirect, special, additional, or consequential loss, injury, damage, expense, or delay incurred or suffered by the Client arising from or in any way connected with an Engagement and, in particular but without limitation to the foregoing, in any way connected with:

9.1.1 the 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;

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

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



- 9.2 CU Recruitment’s liability to the Client for any direct loss under the Terms will be limited to the value of the Introduction Fee payable by the Client.
- 9.3 CU Recruitment’s liability to the Client will exclude any implied statutory warranties.
- 9.4 CU Recruitment does not attempt to exclude or restrict liability to the Client for personal injury or death resulting from negligence, or any statutory liability, exclusion, or limitation which is prohibited by law.
- 9.5 The Client will indemnify CU Recruitment in respect of any and all liability of CU Recruitment for any loss, injury, damage, expense, or delay suffered or incurred by it or 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, in connection with an Engagement.
- 9.6 The Client will indemnify CU Recruitment in respect of any and all liability of CU Recruitment for any actions, proceedings, claims, demands, costs, expenses, fines, penalties, loss, or damage in respect of any failure by the Client to observe perform and comply with the provisions of the Equality Act 2010.
- 9.7 The Client agrees that when agreeing to the Terms it does not do so in reliance on any representation, warranty, or other provision except as expressly provided in the Terms; and that any conditions, warranties, or other terms implied by statute or common law are excluded from the Terms to the fullest extent permitted by law.

**10 MISCELLANEOUS**

- 10.1 Any notice required or permitted to be given by either Party to the other under the Terms will be in writing addressed to that other Party at its registered office or principal place of business.
- 10.2 CU Recruitment is not liable for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control or for any reason of Force Majeure.
- 10.3 The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose will in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions will be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.
- 10.4 No waiver by CU Recruitment of any breach of the Terms by the Client will be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.5 Except as expressly provided in the Terms a person who is not a party to the Terms will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 10.6 The Terms will be governed by and construed in accordance with the laws of England and Wales.

**ON BEHALF OF CU RECRUITMENT**

Signature: \_\_\_\_\_  
 Full Name: **James Rayner**  
 Role Title: **Managing Director**  
 On behalf of: **CU Recruitment Ltd**  
 Date: \_\_\_\_\_

**ON BEHALF OF THE CLIENT**

Signature: \_\_\_\_\_  
 Full Name: \_\_\_\_\_  
 Role Title: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

