

TERMS OF BUSINESS

1. DEFINITIONS

1.1. In these Terms of Business ("Terms") the following definitions apply:

"Consultancy"	means MRL Legal Ltd, a company incorporated in England and Wales with Registered Number 15463473;
"Candidate"	means the person Introduced by the Consultancy to the Client for an Engagement;
"Client"	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is Introduced;
"Data Protection Laws"	means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
"Engagement"	means the engagement, employment or use of the Candidate by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement, or any other engagement, or through a limited company of which the Candidate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
"Introduction"	means (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to the Consultancy to search for a Candidate; and in either case which leads to an Engagement of that Candidate; and "Introduces" and "Introduced" shall be construed accordingly; Where the Consultancy sends speculative information about a Candidate to a Client and the Client requests the Candidates CV or the Clients interview of a Candidate, the same shall apply;
"Introduction Fee"	means the fee payable by the Client to the Consultancy when the Candidate accepts an offer of Engagement following an Introduction by the Consultancy;
"Losses"	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

“Cancellation Fee”	means the fee payable by the Client to the Consultancy when the Client withdraws an offer of Engagement made to the Candidate before and after the Candidate has accepted the offer and which is calculated in accordance with clause 3.10;
“Remuneration”	includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party.

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

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

2. THE CONTRACT

- 2.1. These Terms and the attached Schedule(s) (“the Schedules”) constitute the contract between the Consultancy and the Client for the supply of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Consultancy, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Consultancy 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 which such varied terms shall apply.
- 2.4. The Consultancy acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.

3. NOTIFICATION AND FEES

- 3.1. The Client agrees to:
 - 3.1.1. notify the Consultancy immediately of the terms of any offer of an Engagement which it makes to the Candidate;
 - 3.1.2. notify the Consultancy immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Consultancy of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Consultancy; and

- 3.1.3. pay the Introduction Fee to be calculated in accordance with the provisions of this clause 3.
- 3.2. The Introduction Fee shall be payable within 30 days of the date of the Consultancy's invoice. The Introduction Fee is calculated in accordance with the attached Fee Structure Schedule based on the full-time Remuneration applicable during the first 12 months of the Engagement. For part-time salaries the calculated fee will be pro-rata.
- 3.3. Where prior to the commencement of the Engagement the Consultancy and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. If the Engagement is (a) extended beyond the initial fixed term or (b) if the Client re-Engages the Candidate within 9 calendar months from the date of termination of the first or any subsequent Engagement, then the Client shall be liable to pay a further fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater fee than the fee which would otherwise have applied under clause 3.2 had the Candidate first been Engaged for 12 months or more.
- 3.4. If the Client subsequently Engages the Candidate within the period of 9 calendar months from the date of (a) the Introduction, (b) the Client's withdrawal of an offer of Engagement or (c) the Candidate's rejection of an offer of an Engagement, (whichever is the later), then the full Introduction Fee calculated in accordance with clause 3.2 above becomes payable, unless the parties agree that the subsequent Engagement is for a fixed term of less than 12 months in which case clause 3.3 will apply.
- 3.5. The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 3.6. VAT is charged at the standard rate on all fees.
- 3.7. The Consultancy reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 5% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.8. Where the actual Remuneration is not known, the Consultancy will charge an Introduction Fee calculated in accordance with clause 3.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Consultancy by the Client and/or comparable positions in the market generally.
- 3.9. Any secondary or additional appointments made as a result of the Introduction by the Consultancy of a Candidate to the Client within 9 months of that introduction, will be liable to additional Fees as set out in Schedule One Fee Structure.

4. REFUNDS

- 4.1. If, after an offer has been made and accepted, the Engagement (a) does not commence or (b) is terminated before the expiry of 12 weeks, from the date of commencement of the Engagement,

then subject to the terms of clause 4.2 the Consultancy will refund the Introduction Fee in accordance with the accompanying Scale of Refunds set out in the Schedule attached to these Terms.

- 4.2. In order to qualify for the refund set out in clause 4.1, further to clause 3.2 the Client must pay or have paid the Introduction Fee by the due date for payment and must notify the Consultancy in writing of the termination of the Engagement or the non-commencement of the Engagement within 14 days of its termination or non-commencement;
- 4.3. For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases to be employed by/ working for the Client or the date the Candidate would have ceased working for the Client but for any period of garden leave or payment in lieu of notice.
- 4.4. In circumstances where clause 3.4 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.
- 4.5. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 9 calendar months from the date of termination then the full Introduction Fee as calculated in clause 3.2 becomes due. The Client shall not be entitled to any further refunds in relation to the Engagement of this Candidate.

5. INTRODUCTIONS TO THIRD PARTIES

Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party that will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in an offer of Engagement to the Candidate by the third party within 9 months of the Consultancy's Introduction of the Candidate to the Client, then the Client will be liable to the Consultancy for payment of an Introduction Fee in accordance with clause 3. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 4 in any circumstances.

6. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED

- 6.1. The Consultancy endeavours to ensure the suitability of any Candidate Introduced to the Client by obtaining confirmation:
 - 6.1.1. of the Candidate's identity;
 - 6.1.2. that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
 - 6.1.3. that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
 - 6.1.4. that the Candidate is willing to work in the position which the Client seeks to fill.
- 6.2. When the Consultancy Introduces a Candidate to the Client the Consultancy shall inform the Client of such matters in clause 6.1 as they have obtained confirmation of. Where such

information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been given to the Client.

- 6.3. The Consultancy endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate 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.
- 6.4. The Consultancy endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 6.5. Notwithstanding clauses 6.1 to 6.4 inclusive the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
 - 6.5.1. taking up any references provided by the Candidate before Engaging the Candidate;
 - 6.5.2. the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
 - 6.5.3. the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
 - 6.5.4. Satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.
- 6.6. To enable the Consultancy to comply with its obligations under 6.1 to 6.4 inclusive the Client undertakes to provide to the Consultancy details of the position which the Client seeks to fill, including the following:
 - 6.6.1. the type of work that the Candidate would be required to do;
 - 6.6.2. the location and hours of work;
 - 6.6.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
 - 6.6.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 6.6.5. the date the Client requires the Candidate to commence the Engagement;
 - 6.6.6. the duration or likely duration of the Engagement;
 - 6.6.7. the minimum rate of Remuneration, expenses and any other benefits that would be offered;

6.6.8. the intervals of payment of Remuneration; and

6.6.9. the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.

7. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Candidate is confidential and subject to the Data Protection Act 2018 and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Act 1998 in receiving and processing the data at all times. In addition information relating to the Consultancy's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

8. LIABILITY

8.1. The Consultancy shall not be liable under any circumstances for any Losses, which may be suffered or incurred by the Client arising from or in any way connected with the Consultancy 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 Consultancy to introduce any Candidate. For the avoidance of doubt, the Consultancy does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

8.2. The Client shall indemnify and keep indemnified the Consultancy against any Losses incurred by the Consultancy arising out of any non-compliance with the Data Protection Laws, and/or as a result of any breach of, these Terms by the Client.

9. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

10. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

11. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

SCHEDULE ONE:

FEE STRUCTURE

Full-time Remuneration Fee £ or %

£0-£20,000 £4,000

Flat Fee

£20,001-£24,999 20%

£25,000-£49,999 22.5%

£50,000-£99,999 25%

£100,000 + 25%

SCHEDULE TWO:

SCALE OF REFUND

1. The following scale of refund only applies in the event that the Client complies with the provisions of clauses 3.1, 4.1 and 4.2 of these Terms.

2. Where the Candidate ceases working for the Client during the first 12 weeks of the Engagement a refund of the Introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1 and 4.2.

Week in which the Engagement Terminates, in accordance with clause 4.2	% of Introduction Fee Refunded
Non-Commencement	100%
1 - 4	75%
4 - 8	50%
8 - 12	15%

3. There will be no refund where the Candidate's Engagement is terminated (or the Engagement would have terminated but for any period of garden leave or payment in lieu of notice) during or after the 12th week of the Engagement