



Meaningful Recruitment

TERMS & CONDITIONS OF BUSINESS FOR PERMANENT STAFF AND FIXED-TERM CONTRACT PLACEMENTS

These Terms and Conditions of Business for Permanent and Fixed-Term Contract Placements (the “Standard Terms”) regulate the relationship between Meaningful Recruitment and the Client. They are effective from 1st January 2024 and supersede all previous terms issued by Meaningful Recruitment. Save as expressly provided for below, these form the entire agreement between the parties.

Meaningful Recruitment has been assigned to Introduce to the Client, for an Introduction Fee, a Candidate for Engagement with the Client.

It is agreed that:

1. Definitions:-

“Agreement” means these Standard Terms

“Candidate” means the person introduced to the Client by Meaningful Recruitment

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Candidate is supplied or introduced

“Contingent Introduction” means the introduction of a Candidate to the Client by Meaningful Recruitment other than a Retained Introduction. No Prior specific instruction from the Client is required to affect a Contingent Introduction

“Engagement” means the engagement, employment or use of the Candidate by the Client, whether under a contract of service or for services, partnership or otherwise and “Engages” and “Engaged” shall be construed accordingly

“Executive Search” means the identification of potential senior managerial or executive role Candidates by Meaningful Recruitment and/or the Client and the targeting and direct approach of such Candidates by Meaningful Recruitment

“Meaningful Recruitment” means Meaningful Recruitment, whose registered office is at 167-169 Great Portland Street, London, W1W 5PE, an employment agency as defined by section 13 (2) of the Employment Agencies Act 1973

“Introduction” means the Client’s interview of a Candidate in person or by telephone following the Client’s instruction to Meaningful Recruitment to fill a vacancy or the passing to the Client of a curriculum vitae or other information by Meaningful Recruitment that identifies the Candidate and “Introduced” shall be construed accordingly into a permanent placement or fixed-term contract placement (“the Assignment”). These Standard Terms regulate permanent and fixed-term contracts and retained placements by Meaningful Recruitment to the Client only.

“Introduction Fee” means the percentage of the Remuneration set out in clause 3 (or any other fixed amount agreed by the parties)

“Remuneration” means the aggregate gross annual taxable emoluments payable to or receivable by the Candidate pursuant to the Engagement, including salary, bonuses, profit share, commission, pension, allowances, profit related

pay and any signing-on payment or equivalent (contractual or otherwise and whether guaranteed or not) payable to or receivable by the Candidate during the first year of the Engagement or attributable to such period and paid subsequently. The value of payment of pension contributions (whether to the Client's or Candidate's own scheme) shall be calculated as the higher of the actual value of the contributions or £2,000 per annum. Bonus/profit share which is not guaranteed will be determined on the projected values. Any car, housing and/or relocation allowance shall be treated as part of the Candidate's taxable emolument. The value of the provision of a company car shall be calculated as the higher of either the taxable benefit of the car provided or the figure of £4,000 per annum and the provision of housing, accommodation and/or relocation allowance shall be calculated as the higher of either the value of the benefit or £2,000 per annum. Where the salary or any other element of the package offered to the Candidate is expressed to be net (ie after deductions) then, for the purposes of calculating the Remuneration, this will be grossed up to reflect the value prior to the deduction of tax.

"Retained Introduction" means the Introduction of a Candidate to the Client by Meaningful Recruitment on the basis of a specific instruction to identify and select a suitable Candidate for the Client's vacancy. Such introductions will be conducted by Meaningful Recruitment on the basis of Executive Search or Advertised Selection (ie candidates who respond to advertisements placed in various media by Meaningful Recruitment relating to the Client's vacancy).

"Schedule of Fees" means the attached schedule.

Unless the context otherwise requires, references to the singular include the plural and vice versa. References to the clauses or schedules are references to clauses or schedules of these terms unless the contract otherwise admits.

2. The Contract

- (a) These terms regulate the basis upon which introductions are effected by Meaningful Recruitment and shall be accepted on signature and return of the terms by the Client to Meaningful Recruitment, or in the event of failure to do so, shall be deemed to be accepted by the Client upon the Client's request for details of Candidates or interview with Candidates (whether by telephone or in person).
- (b) For the avoidance of doubt, Candidates become the employees of the Client during the term of the Engagement and the Client assumes all responsibility for the Candidate including, without limitation, the direct payment to the Candidate of all Remuneration.
- (c) The Client undertakes to provide to Meaningful Recruitment details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation 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; and 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.

3. Contingent ('Success Only') Recruitment

Permanent Roles:

Any Candidate being Engaged on a permanent employment basis by the Client following an Introduction shall attract a fee payable by the Client to Meaningful Recruitment (the "Introduction Fee"). The Introduction Fee which will be

invoiced upon the Candidate's commencement of the Engagement shall be calculated as a percentage of the Remuneration in accordance with the table below.

Remuneration	Introduction Fee
£0 to £39,999	20%
£40,000 and above	25%

Fixed-Term Contract Roles

Any Candidate being Engaged on a fixed-term contract basis by the Client following an Introduction shall attract a fee payable by the Client to Meaningful Recruitment (the "FTC Fee") calculated as follows:

$(\text{Remuneration} \times \text{Introduction Fee percentage}) + 12 \times \text{Number of months of fixed-term contract}$

Example:

An Initial fixed-term contract of 9 months with Remuneration set at £30,000 has been agreed.

$(£30,000 \times 20\%) \div 12 \times 9$

The FTC Fee payable is £4,500

When the Engagement is on a fixed-term basis, and in the event that such Engagement contract is renewed or extended after its initial term, further fees will be payable in accordance with the provisions of these terms until such time as such contract ceases or is confirmed as a permanent position. In the latter case, a permanent fee will be payable and will be calculated based upon one year's Remuneration and the applicable percentage.

Where the Candidate is to be engaged on a part-time basis the fees (calculated for the avoidance of doubt by reference to the Remuneration) will be charged at the full-time rate.

Where no Remuneration has been agreed or an amount is not readily ascertainable, the fee will be calculated based either on the Candidate's last Remuneration (if data is available for the preceding 12 months) or, where no figures are available, a fee of £20,000 will be payable except where an Executive Search has been carried out in which case the Fee will be £25,000.

4. Retained Introductions

The fee payable for Retained Introductions (the "Retainer Fee") is calculated at 33% of the Introduction Fee and is payable in three equal instalments:

The first instalment will be payable upon Meaningful Recruitment's acceptance of instruction (the 'Initial Fee').

The second instalment will be payable upon the submission by Meaningful Recruitment to the Client of a shortlist of Candidates (the 'Shortlist Fee').

The third instalment will be payable upon the Candidate's acceptance of the Client's offer of an Engagement (the "Completion Fee").

In the event that the Client terminates a Retained Introduction before its conclusion, the Client shall pay to Meaningful Recruitment a cancellation fee in an amount equivalent to one third of the total fee due in addition to any fee already paid or due and any expenses incurred.

In the event that the Client hires an additional Candidate submitted within the shortlist of a Retained Introduction (or a shortlist Candidate into a position other than the position which was the focus of the Retained Assignment), an Introduction Fee shall be payable in addition to the Retainer Fee.

5. Invoicing

All invoices are subject to Value Added Tax, where applicable.

The Fees will be invoiced and will be payable, in Sterling within 7 days of the date of the relevant invoice. Meaningful Recruitment reserves the right to charge interest and compensation on all overdue invoices at the rate set out under the Late Payment of Commercial Debts Regulations 2002 and to recover all reasonable legal costs incurred in recovering sums due and overdue under these Standard Terms.

Any other charges (including charges for advertising) will be agreed separately in writing and are payable by the Client within 7 days of the date of invoice whether or not a Candidate is Engaged. Costs in respect of artwork, production and media buying and internet advertising are also payable by the Client in accordance with this clause. An advertisement may only be cancelled on sufficient notice to enable Meaningful Recruitment or its advertising agency to withdraw the advertisement.

6. Replacement Candidates

(a) If the Engagement of a Candidate terminates lawfully within 8 weeks of the initial commencement of the Engagement, then subject to clause 6 (b), Meaningful Recruitment will make reasonable endeavours to find a replacement at no extra cost to the Client (other than advertising).

(b) No replacement will be made in the following circumstances:

(i) if the Client has not paid sums owed to Meaningful Recruitment in relation to the placement in accordance with these Standard Terms (time to be of the essence); or

(ii) if the Client does not notify Meaningful Recruitment in writing within five days of the termination of the Candidate's Engagement (time to be of the essence); or

(iii) if an Engagement is terminated by the Client by reason of redundancy or convenience; or

(iv) if the Client has not offered to Meaningful Recruitment (where applicable) a two-week opportunity (on an exclusive basis) to find a suitable replacement Candidate; or

(v) where an offer of Engagement has been made by the Client and accepted by the Candidate but is subsequently withdrawn by the Client, due to no fault on the part of the Candidate. In the event this clause 6 (b)(v) applies then notwithstanding any other provision in these Standard Terms, Meaningful Recruitment shall be entitled to immediately issue an invoice to the Client for the Introduction Fee or the Completion Fee.

(c) There are no rebates or refunds payable in respect of the Fees of Meaningful Recruitment.

7. Suitability

Meaningful Recruitment endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; checking the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary and has advised to Meaningful Recruitment in writing in a job specification or otherwise or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill. Meaningful Recruitment makes no warranty, express or implied as to the foregoing suitability and it remains the Client's entire responsibility to ensure that the Candidate is suitable for the Client's requirements. The Client warrants that there will be no health and safety risk to the Candidate in working for the Client and if there are any such risks, the Client agrees to notify Meaningful Recruitment, in writing of the nature of such risks and what steps have been taken by the Client to minimise such risks. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the Candidate, and for satisfying any medical and other requirements or qualifications required by the Client.

8. Liability

Except in the case of death or personal injury caused by Meaningful Recruitment's negligence or in any other circumstances in which Meaningful Recruitment's liability may not be limited at law, Meaningful Recruitment shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the Introduction or Engagement of any Candidate or from the failure of Meaningful Recruitment to Introduce a Candidate. The Client shall indemnify Meaningful Recruitment against any costs, including legal costs, claims, damages and expenses incurred by Meaningful Recruitment arising from or in any way connected with the introduction of the Candidate to, or Engagement of the Candidate by, the Client or the withdrawal by the Client, of a vacancy.

9. Anti-Discrimination

Neither party shall unlawfully discriminate against any Candidate, whether directly or indirectly, on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. Each party will ensure that each Candidate is considered and/or assessed for a particular role in accordance with the Candidate's merits, qualifications and technical abilities to perform the role. Meaningful Recruitment will not accept instructions from a Client who indicates their intention to discriminate unlawfully. The Client shall indemnify Meaningful Recruitment against any claim or liability howsoever incurred by Meaningful Recruitment arising from following the instructions of the Client in the provision of recruitment services.

10. Confidentiality

All introductions are confidential. The information concerning the Candidate including his or her name, address, CV and all other details relating to the Candidate belong to Meaningful Recruitment and the Client may only use that information for the purposes of interviewing the Candidate and deciding whether or not to engage his or her services and for no other purpose whatsoever. Should the Client decide not to engage the services of the Candidate the Client agrees that it will not retain any documents and other records or data held concerning the Candidate. The Client will not pass any information concerning the Candidate to any third party. In the event of the Client's breach of this clause, such breach resulting in the Engagement of the Candidate by any third party, the Client will pay a Fee to Meaningful Recruitment as if the Client had Engaged the Candidate.

11. General

(a) Where the Candidate's actual Remuneration is higher than the figure upon which the Fee has been calculated, the Client shall provide details of the Remuneration to Meaningful Recruitment within 3 months of the expiry of the first year of the Engagement and Meaningful Recruitment shall be entitled to charge a further fee which shall be calculated by applying the applicable percentage to the excess amount of the Remuneration.

(b) The Client will be liable to pay a fee in respect of any Candidate engaged by the Client as a consequence of or resulting from an Introduction by or through Meaningful Recruitment, whether direct or indirect, which occurs within 12 months of either the Introduction or the Candidate's final interview with the Client, whichever is later.

(c) Where a Candidate introduces any other individual(s) to the Client within 12 months of the Introduction to the Client and this results in the engagement of such individual(s) or the use of their services by the Client whether under a contract or service or for services, partnership or otherwise, the Client shall be liable to pay Meaningful Recruitment a Fee. (The Client acknowledges that the objective of this clause is to cover situations where the Candidate introduces to the Client one or more former colleagues from a previous engagement).

(d) No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with these Standard Terms.

(e) The parties agree that a failure or delay by either party to enforce any of the provisions set out in these Standard Terms shall not be construed as a waiver.

(f) If any provision or any part of this Agreement is held to be illegal or unenforceable in whole or in part under any enactment or rule of law such provision or part shall be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

(g) Both Meaningful Recruitment and the Client each undertake to comply with all laws, rules and regulations applicable to the subject matter of this Agreement (including but not limited to the Data Protection Act 1998 and General Data Protection Regulation 2018 as may be amended from time to time).

(h) This Agreement is governed by English Law and all disputes arising from these terms shall be subject to the exclusive jurisdiction of the English Courts.

AUTHORISED FOR AND ON BEHALF OF
MEANINGFUL RECRUITMENT

Name: _____

Position: _____

Date: _____

AUTHORISED FOR AND ON BEHALF
OF THE CLIENT

Company: _____

Name: _____

Position: _____

Date: _____