

Walker & Sloan Ltd

Standard Terms of Business

Introduction of Candidates to Clients for Direct Employment/Engagement

1. Definitions

1.1 In these Terms -

"Client" means the person, firm or corporate body to whom Walker & Sloan Introduces a Candidate;

"Candidate" means the person Introduced by Walker & Sloan to Client including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of Walker & Sloan's own staff;

"Compensation" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, shift allowances, location weighting, living allowance and call-out allowances, the benefit of a company car and all other payments or emoluments payable to or receivable by the Candidate for work (or for services where applicable) to be rendered to or on behalf of Client. Where Client provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate Walker & Sloan's fee;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

"Data Controller" means "data controller" as defined in the Data Protection Legislation;

"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, (a) the Data Protection Act 2018; (b) the General Data Protection Regulation (EU) 2016/679; (c) UK General Data Protection Regulation; and (d) any other subsequent or applicable legislation relating to data protection, the processing of personal data and privacy;

"Engagement" means the Candidate's acceptance of Client's offer, the engagement, employment or use of the Candidate by Client or by any Third Party to whom or to which the Candidate was Introduced by Client (whether with or without Walker & Sloan's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company of which the Candidate is an officer or employee or through a limited liability partnership of which the Candidate is a member or employee; or indirectly through another company and **"Engages"** and **"Engaged"** will be construed accordingly;

"Introduction" means (a) the passing of a curriculum vitae or information about the Candidate to Client; or (b) the interview of a Candidate in person or by telephone and the time of the Introduction will be taken to be the earlier of (a) and (b) above; and **"Introduced"** and **"Introduces"** will be construed accordingly;

"Personal Data" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"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;

"Process" means as set out in, and will be interpreted in accordance with Data Protection Legislation and **"Processed"** and **"Processing"** will be construed accordingly;

"Replacement Candidate" means any Candidate Introduced by Walker & Sloan to Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first [12] weeks of the Engagement;

"Third Party" means any company or person who is not Client. For the avoidance of doubt, subsidiary and associated companies of Client (as defined by s.1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively) are included (without limitation) within this definition; and

"Vacancy" means a specific role/s, work or position that Client requests Walker & Sloan to submit person for consideration for such role/s work or position.

"Walker & Sloan" means Walker and Sloan Limited a company incorporated in England and Wales

under company number 12412039 and whose registered office is at 3rd Floor Eastgate, Castle Street, Castlefield, Manchester, United Kingdom, M3 4LZ

2. These Terms

- 2.1 These Terms constitute the entire agreement between Walker & Sloan and Client in relation to the Introduction of Candidates for Engagement by Client and are deemed to be accepted by Client and to apply by virtue of (a) an Introduction to Client of a Candidate; or (b) the Engagement by Client of a Candidate; or (c) the passing of information about the Candidate by Client to any Third Party; or (d) Client's interview or request to interview a Candidate; or (e) Client's signature at the end of these Terms; or (f) any other written expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by Client for the same type of work and/or Vacancy as that for which the Introduction was originally effected.
- 2.2 These Terms supersede all previous agreements between the parties in relation to the Introduction of Candidates for Engagement by Client.
- 2.3 These Terms prevail over any other terms of business or purchase conditions put forward by Client except where expressly agreed otherwise by Walker & Sloan.
- 2.4 Client authorises Walker & Sloan to act on its behalf in seeking a person to meet Client's requirements and, if Client so requests, shall advertise for such a person through such methods as are agreed with Client and at Client's expense.
- 2.5 For the purposes of these Terms, Walker & Sloan acts as an employment agency as defined within the Conduct Regulations.

3. Obligations of Walker & Sloan

- 3.1 Walker & Sloan shall use reasonable endeavours to introduce at least one suitable person to meet the requirements of Client for each Vacancy. Walker & Sloan cannot guarantee to find a suitable person for each Vacancy. Without prejudice to clause 3.2 below, Walker & Sloan shall use reasonable endeavours to ascertain that the information provided by Walker & Sloan to Client in respect of the Candidate is accurate.
- 3.2 Walker & Sloan accepts no responsibility in respect of matters outside its knowledge and Client must satisfy itself as to the suitability of the Candidate.

4. Client Obligations

- 4.1 Client shall satisfy itself as to the suitability of the Candidate. Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, for criminal records and/or background checks and for satisfying other requirements, qualifications or permission required by the law and regulations of the country in which the Candidate is engaged to work.
- 4.2 To enable Walker & Sloan to comply with its obligations under clause 3, Client undertakes to provide to Walker & Sloan details of the position which 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 which 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 Client and what steps Client has taken to prevent or control such risks.
- 4.3 Client agrees that it shall inform Walker & Sloan of any information it has that suggests it would be detrimental to the interests of either Client or the Candidate for the Candidate to work in the position which Client seeks to fill.
- 4.4 Client agrees to provide written notice to Walker & Sloan within 3 working days where it receives details of a Candidate from Walker & Sloan which it has already received from (a) another company; or (b) a person; or (c) the Candidate; or (d) any other source including (without limitation) from social media, job boards or advertisements placed by Client. Client further agrees that if no such notice is given by Client to Walker & Sloan then in the event of an Engagement of the Candidate by Client, howsoever arising, Client agrees to pay Walker & Sloan a fee in accordance with clause 5.2.
- 4.5 Where Client does so notify Walker & Sloan in accordance with clause 4.5 above and whereupon Client provides evidence to Walker & Sloan that such receipt of details by Client is in direct relation to the Vacancy, Client will not be liable to pay Walker & Sloan a fee for that Candidate in respect of the Vacancy.

Client acknowledges and agrees that where Client is unable to evidence such or freely admits their possession of the Candidate's details was not in relation to the Vacancy, Client agrees to pay Walker & Sloan's fee in accordance with clauses 5.2 and 5.3.

- 4.6 Client agrees to -
- 1) notify Walker & Sloan as soon as possible (and in any event, no later than 7 days from the date of offer or from the date the Engagement takes effect whichever is earlier) of any offer of an Engagement which it makes to the Candidate; and
 - 2) notify Walker & Sloan immediately when its offer of an Engagement to the Candidate has been accepted and to provide details of the Candidate's Compensation to Walker & Sloan; and
 - 3) pay Walker & Sloan's fee within the period set out under clause 6.2.
- 4.7 Client shall not, and shall not seek to cause Walker & Sloan to, unlawfully discriminate in relation to the services provided by Walker & Sloan to Client in connection with these Terms and shall disclose any and all information requested by Walker & Sloan in the event a Candidate makes a complaint to Walker & Sloan.
- 4.8 Client warrants that it shall not, and shall procure that its employees and agents shall not, pass any information concerning a Candidate to any Third Party. Client acknowledges that Introductions of Candidates are confidential and that failure to comply with this clause 4.8 may cause Walker & Sloan to breach the Conduct Regulations and/or the Data Protection Legislation and accordingly, Client agrees to indemnify Walker & Sloan from any and all liability in connection with Client's breach of this clause 4.8.

5. Charges / Fees

- 5.1 Where Client discloses to a Third Party any details regarding a Candidate and that Third Party subsequently Engages the Candidate within 12 months from the date of the Introduction, Client agrees to pay Walker & Sloan's fee as set out in clause 5.3. There is no entitlement to any prompt payment discount, rebate or refund to Client or to the Third Party in relation to fees paid in accordance with this clause 5.1.
- 5.2 Client agrees to pay Walker & Sloan a fee calculated in accordance with clause 5.3 where it Engages, whether directly or indirectly, any Candidate within 12 months from the date of Walker & Sloan's Introduction (the "**Introduction Fee**").
- 5.3 The Introduction Fee will be calculated as a percentage of the Candidate's Compensation applicable during the first 12 months of the Engagement (as set out in the table below). Walker & Sloan will charge VAT on the Introduction Fee where applicable.

Candidate's Compensation	Percentage payable as the Introduction Fee
£0 to £29,999	20%
£30,000 to £59,999	22.5%
£60,000 and above	25%

- 5.4 Where the amount of the actual Compensation is not known or disclosed, Walker & Sloan will charge an Introduction Fee calculated in accordance with clause 5.3 on the maximum level of Compensation applicable –
- 1) for the Vacancy; or
 - 2) for the type of position the Candidate had been originally submitted by Walker & Sloan to Client for; or
 - 3) for a comparable position in the general marketplace.
- 5.5 Where the Engagement is for a fixed term of less than 12 months, the Introduction Fee in clause 5.3 will apply pro-rata subject always to a minimum fee for a 3 months' contract (irrespective of whether the contract is for less than 3 months). Where the Engagement is extended beyond the initial fixed term or where Client re-Engages the Candidate within 6 months from the date of planned or actual termination (as applicable) of the first Engagement, Client shall pay a further fee based on the Compensation applicable for the period of Engagement following the initial fixed term period up to the termination of the second Engagement calculated in accordance with clause 5.3 [subject to Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 5.3 had the Candidate first been Engaged for 12 months or more].
- 5.6 Where Client withdraws an offer of an Engagement made to the Candidate, Client agrees to pay Walker & Sloan a fee of 5% of the Compensation which would have been payable to the Candidate for the

services provided by Walker & Sloan prior to Client's withdrawal. In addition, Client agrees to indemnify and hold harmless Walker & Sloan from any all liability in connection with Client's withdrawal of such an offer.

- 5.7 Client will pay any charges incurred by Walker & Sloan at Client's written request in respect of advertising or any other matters. Such charges will be in addition to the fee and Client will pay them whether Client Engages the Candidate or not.
- 5.8 Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Walker & Sloan under or in connection with these Terms.

6. Invoices

- 6.1 Except in the circumstances set out in clause 5.1, 5.6 and 5.7 Client does not incur a fee until the Candidate commences the Engagement; whereupon Walker & Sloan will send an invoice to Client for its fees.
- 6.2 Client agrees to pay the amount due within 30 days of the date of the invoice.
- 6.3 All invoices will be deemed to be accepted in full by Client in accordance with the payment terms stated within clause 6.2 unless Client notifies Walker & Sloan, in writing within 5 days of the date of the invoice, stating the amount Client disputes and the reason Client disputes that amount. If Client does so notify Walker & Sloan that it wishes to dispute part of an invoice, Client agrees to pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with Walker & Sloan in order to resolve the dispute as quickly as possible.

7. Prompt payment discounts

- 7.1 Client may, at Walker & Sloan's discretion, be entitled to a prompt payment discount of on the introduction fee (a "**Discounted Fee**") subject to the following conditions:
- 1) Client has complied with clause 4.6 (in relation to notifying Walker & Sloan about the Engagement);
 - 2) Client and Walker & Sloan agree in writing when Client first instructs Walker & Sloan, that a Discounted Fee may apply and the level of the discount;
 - 3) Client does not dispute the invoice;
 - 4) Client pays the Discounted Fee within 30 days of the date of the invoice;
 - 5) Walker & Sloan has not previously issued proceedings against Client for late payment of any invoice;
 - 6) For the avoidance of doubt, the early payment discount does not apply to (a) charges incurred by Walker & Sloan on Client's behalf or (b) fees payable under clause 5.1 in relation to introductions to Third Party introduction.
- 7.2 If Client does not pay the Discounted Fee within 30 days of the date of the invoice, Walker & Sloan will issue a further invoice for the difference between the Introduction Fee and the Discounted Fee.
- 7.3 Walker & Sloan reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (as may be calculated using the calculator on the website: www.payontime.co.uk) from the due date until the date payment is received in cleared funds and reserves the right to charge compensation and further recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013.

8. Rebates and replacements

- 8.1 Where Client qualifies for a rebate in accordance with clause 7.2, and the employment of the Candidate is terminated by Client or by the Candidate within the time periods specified below, Client will be entitled to a rebate of the Introduction Fee as follows:

Duration of Employment	Percentage of Fee to be rebated
Less than 1 week	100%
1 to 2 weeks	75%
3 to 5 weeks	50%
6 to 11 weeks	25%
12 weeks or more	0%

- 8.2 The following conditions must be met in order for Client to qualify for a rebate -
- 1) Client must notify Walker & Sloan that the Candidate's employment has ended within 7 days of the employment ending or within 7 days of notice being given to end the employment (whichever is

- earlier) together with a reason for the premature end of the Engagement. For the purposes of this clause 7, the date of termination of the Engagement shall be the date on which the Candidate ceases
- 2) working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later;
 - 3) Walker & Sloan's invoice for the fee must have been paid within the payment terms in accordance with clause 6.2;
 - 4) the Candidate's employment is not terminated by reason of redundancy or re-organisation or change in strategy of Client;
 - 5) the Candidate's employment is not terminated by reason of poor performance prior to the completion of any induction or training period;
 - 6) if the Candidate's employment is terminated by reason of misconduct, a rebate is only due where such misconduct was reasonably foreseeable by Walker & Sloan;
 - 7) the Candidate did not leave the employment because he/she reasonably believed that the nature of the actual work was substantially different from the information Client provided prior to the Candidate's acceptance of the employment;
 - 8) the Candidate did not leave the employment as a result of discrimination or other acts against the Candidate;
 - 9) the Candidate was not at any time in the 12 months prior to the start of the employment employed or hired (whether on a permanent or contract basis, directly or indirectly) by Client; and
 - 10) before being eligible for a rebate, Client must exclusively give Walker & Sloan 3 months from the date of the notice of termination of the Engagement, in which to find one suitable Replacement Candidate based on the original specification given for the position Client is seeking to fill or an alternative specification if Client has changed the specification. If after 3 months from the date of the notice Walker & Sloan cannot find a suitable Replacement Candidate, or if the Replacement Candidate's Engagement is terminated before the expiry of 12 weeks from the date of commencement of the Replacement Candidate's Engagement Client will then be eligible for a refund, subject to the rest of this clause 7.
- 8.3 Where Client re-engages the Candidate on an employment, worker or indirect (via a Third Party) basis, Client agrees that it will immediately repay to Walker & Sloan any rebate paid to Client under clause 7.1 in respect of that Candidate.
- 8.4 For the avoidance of doubt, where Client has benefitted from the prompt payment discount set out in clause 6.4, Client will only be entitled to a rebate on the sums actually paid and not the whole Introduction Fee which would have been otherwise due.

9. Liability and Indemnity

- 9.1 Walker & Sloan shall use reasonable endeavours to ensure Candidate has the required standard of skill, experience and necessary qualifications as stated in the Vacancy; nevertheless, Walker & Sloan is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of Walker & Sloan or of Candidate to evidence such to Client nor for any negligence whether willful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of Candidate.
- 9.2 Walker & Sloan is not liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of Walker & Sloan's performance or failure to perform any of its obligations in these Terms.
- 9.3 Notwithstanding clause 8.2 above, nothing in these Terms will be deemed to exclude or restrict any liability of Walker & Sloan to Client for personal injury, death or fraud directly caused by Walker & Sloan.
- 9.4 Walker & Sloan shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control.
- 9.5 Client will indemnify and keep indemnified Walker & Sloan against any costs (including legal costs), claims or liabilities incurred directly or indirectly by Walker & Sloan arising out of or in connection with these Terms including (without limitation) as a result of -
- 1) any breach of these Terms by Client or by its employees or agents;
 - 2) any breach by Client or by Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation, the Conduct Regulations and Data Protection Legislation); or
 - 3) any unauthorised disclosure of a Candidate details by Client or by Third Party, or any of its employees or agents. Save as required by law, the sole aggregate liability of Walker & Sloan arising out of or in

connection with these Terms is limited to £5,000.00.

10. Termination

- 10.1 These Terms may be terminated by either party by giving to the other immediate notice in the event that either Walker & Sloan or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where Walker & Sloan has reasonable grounds to believe Client will not pay Walker & Sloan's invoice within the payment terms agreed within clause 6.2.
- 10.2 Termination is subject always to Client being liable to pay all fees and charges incurred up to and including expiry of the termination period.
- 10.3 Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 4.8, 5, 6, 7.3, 8, 11, 12, 13, 14, 15 and 16 will remain in force beyond the cessation or other termination (howsoever arising) of these Terms.

11. Equal Opportunities

- 11.1 Walker & Sloan is committed to equal opportunities and expects Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.

12. Confidentiality

- 12.1 All information contained within these Terms will remain confidential and Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.
- 12.2 Client shall not without the prior written consent of Walker & Sloan provide any information in respect of a Candidate to any Third Party whether for employment purposes or otherwise.

13. Data Protection

- 13.1 For the purposes of this clause 12 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.
- 13.2 The parties hereto acknowledge that Walker & Sloan is a Data Controller in respect of the Personal Data of Candidate and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.
- 13.3 The parties acknowledge that (a) Client is a Data Controller but (b) the parties are not Joint Controllers (as defined within Data Protection Legislation) except where a specific agreement is made to that effect between the parties hereto.
- 13.4 The parties warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Walker & Sloan or by Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 13.5 The parties will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 13.6 Client will -
 - 1) comply with the instruction of the Walker & Sloan 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 Walker & Sloan, Client will set out their legal basis for the request of such data and accept that Walker & Sloan may refuse to share/transfer such Personal Data where, in the reasonable opinion of Walker & Sloan, it does not comply with its obligations in accordance with Data Protection Legislation;
 - 2) not cause Walker & Sloan to breach any of their obligations under the Data Protection Legislation.
- 13.7 If Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Walker & Sloan and will provide Walker & Sloan 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 Walker & Sloan reasonably requests relating to the Personal Data Breach.
- 13.8 If there is a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Walker & Sloan may request to -
 - 1) investigate and defend any claim or regulatory investigation;
 - 2) mitigate, remedy and/or rectify such breach; and
 - 3) prevent future breaches.

and will provide Walker & Sloan with details in writing of all such steps taken.

- 13.9 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 Walker & Sloan.
- 13.10 Client agrees it will only Process Personal Data of Candidate for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.
- 13.11 Client will provide evidence of compliance with this clause 12 upon request from Walker & Sloan.
- 13.12 Client will indemnify and keep indemnified Walker & Sloan against any costs, claims or liabilities incurred directly or indirectly by Walker & Sloan arising out of or in connection with any failure to comply with this clause 12.

14. General

- 14.1 Any failure by the Walker & Sloan to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 14.2 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 14.3 No provision of these Terms will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.
- 14.4 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.
- 14.5 Any reference to legislation, statute, act or regulation will include any revisions, re-enactments or amendments that may be made from time to time.

15. Notices

- 15.1 Any notice required to be given under these Terms (including the delivery of any information or invoice) will be delivered by hand, sent by- email or prepaid first class post to the recipient to a designated email or at its address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).
- 15.2 Notices will be deemed to have been given and served
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 - 1) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery; or
 - 2) if sent by e-mail, at the time the email is sent if it is sent before 5pm on a business day or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the or e-mail message was received in an incomplete or illegible form; or
 - 3) if sent by prepaid first class post, 48 hours from the time of posting.

16. Variation

- 16.1 No variation or alteration of these Terms will be valid unless approved in writing by Client and Walker & Sloan.

17. Applicable Law

- 17.1 These Terms will be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.