



CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

Please read these Terms carefully. These Terms govern all Introductions and Engagements made through SOUGHT LTD and form a legally binding agreement between the Agency and the Client.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

“Agency” means SOUGHT LTD (Company No. 13441381) whose registered office is Office 7, 35–37 Ludgate Hill, London EC4M 7JN, or such other address as may be notified from time to time.

“Candidate” means any person introduced by the Agency to the Client for potential Engagement.

“Client” means any individual, company, partnership, organisation or other entity to whom a Candidate is introduced, together with any subsidiary, associated company, parent undertaking or group company.

“Data Protection Legislation” means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and all applicable legislation relating to the processing of personal data.

“Engagement” means the employment, engagement, appointment, retention or use of a Candidate by the Client or by any third party to whom the Candidate has been introduced directly or indirectly by the Client, whether on a permanent, fixed-term, temporary, consultancy, contract or other basis.

“Introduction” means:

(a) the provision of a Candidate’s details, curriculum vitae, profile or other identifying information to the Client; or

(b) an interview of a Candidate by the Client;

which subsequently results in an Engagement.

“Introduction Fee” means the fee payable by the Client under Clause 3.

“Remuneration” means the total first-year gross remuneration package payable to the Candidate, including basic salary, guaranteed bonuses, guaranteed commission, allowances, sign-on payments and any other taxable emoluments.

1.2 References to the singular include the plural and vice versa.

1.3 Headings are for convenience only and shall not affect interpretation.

2. CONTRACT FORMATION

2.1 These Terms constitute the entire agreement between the Agency and the Client in relation to the Introduction of permanent staff.

2.2 These Terms shall be deemed accepted by the Client upon the earliest of:

(a) requesting Candidate details;

(b) receiving Candidate details;

(c) interviewing a Candidate;

(d) forwarding Candidate information to any third party;

(e) making an offer to a Candidate; or

(f) engaging a Candidate.

2.3 These Terms shall prevail over any terms proposed by the Client unless expressly agreed in writing by a Director of the Agency.

2.4 No variation to these Terms shall be effective unless agreed in writing by a Director of the Agency.

3. INTRODUCTION FEES

3.1 The Client shall notify the Agency immediately upon:

(a) making an offer to a Candidate;

(b) the Candidate accepting an offer; and

(c) the agreed Remuneration package.

3.2 The Client shall pay the Introduction Fee where a Candidate is Engaged within six (6) months of:



- (a) the Introduction;
 - (b) the withdrawal of an offer by the Client; or
 - (c) the rejection of an offer by the Candidate;
- whichever occurs later.

3.3 The Introduction Fee shall be payable within fourteen (14) days of the Agency's invoice.

3.4 The Introduction Fee shall be calculated as follows:

Actual Remuneration (per annum)	Fee
£0 - £19,000	£3,000 flat fee
£20,000 - £119,000	15%
£120,000 and above	20%

3.5 Where the actual Remuneration is unknown, the Agency may determine the Introduction Fee using reasonable market evidence and available information.

3.6 VAT shall be charged in addition where applicable.

3.7 The Agency reserves the right to charge interest on overdue sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and to recover all reasonable costs incurred in recovering overdue amounts.

4. REBATE STRUCTURE

4.1 Subject to Clause 4.2, where the Candidate's Engagement terminates within eight (8) weeks of commencement (other than redundancy), the Agency shall provide a rebate as follows:

Week in which the Engagement terminates	% of introduction fee refunded
1 – 2	90%
3 – 4	75%
5 – 6	50%
7 – 8	25%

4.2 The Client must:

- (a) have paid the Introduction Fee in full; and
- (b) notify the Agency in writing within seven (7) days of termination.

4.3 No rebate shall be payable after week eight.

4.4 No rebate shall be payable where the Candidate is re-engaged by the Client within six (6) months.

5. INTRODUCTIONS TO THIRD PARTIES

5.1 Candidate details are confidential.

5.2 If the Client passes Candidate information to any third party and that third party subsequently Engages the Candidate within six (6) months of the Introduction, the Client shall remain liable for the Introduction Fee.

5.3 The Agency reserves the right to pursue both the Client and any third party in relation to unpaid fees arising from such Engagement.



6. SUITABILITY OF CANDIDATES

6.1 The Agency shall use reasonable endeavours to assess the suitability of Candidates prior to Introduction.

6.2 The Client remains solely responsible for:

- (a) verifying references;
- (b) checking qualifications;
- (c) confirming right-to-work status;
- (d) obtaining any required regulatory approvals;
- (e) conducting medical or background checks; and
- (f) determining suitability for the role.

6.3 The Agency gives no warranty regarding a Candidate's suitability beyond information supplied in good faith.

7. CONFIDENTIALITY AND DATA PROTECTION

7.1 All Candidate information is confidential and supplied solely for recruitment purposes.

7.2 The Client shall comply with all applicable Data Protection Legislation when handling Candidate data.

7.3 Candidate information shall not be disclosed to any third party without the Agency's prior written consent.

7.4 Information relating to the Agency's business, pricing, processes and operations shall remain confidential.

8. LIMITATION OF LIABILITY

8.1 The Agency shall not be liable for any loss, damage, costs, expenses or claims arising from:

- (a) the Introduction of any Candidate;
- (b) the Engagement of any Candidate; or
- (c) any act or omission of a Candidate.

8.2 Nothing in these Terms shall exclude liability for death or personal injury caused by negligence, fraud or any liability that cannot lawfully be excluded.

9. NOTICES

9.1 Notices shall be in writing and delivered:

- (a) by hand;
- (b) by first-class post; or
- (c) by email.

9.2 Notices shall be deemed received:

- (a) if delivered by hand, on delivery;
- (b) if sent by post, forty-eight (48) hours after posting;
- (c) if sent by email, at the time of transmission provided no delivery failure notice is received.

10. SEVERABILITY

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.



CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY, CONTRACT AND FREELANCE STAFF

Please read these Terms carefully. These Terms govern all temporary, contract and freelance assignments supplied by SOUGHT LTD and form a legally binding agreement between the Agency and the Client.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

“Agency” means SOUGHT LTD (Company No. 13441381) whose registered office is Office 7, 35–37 Ludgate Hill, London EC4M 7JN, or such other address as may be notified from time to time.

“Assignment” means the supply of a Temporary Worker to provide services to the Client.

“Client” means any individual, company, partnership, organisation or other entity to whom a Temporary Worker is supplied or introduced, together with any subsidiary, associated company, parent undertaking or group company.

“Engagement” means the engagement, employment, appointment, retention or use of a Temporary Worker by the Client or any third party, whether directly or indirectly, on a permanent, fixed-term, temporary, consultancy, contract or other basis.

“Introduction” means:

(a) the provision of a Temporary Worker’s details, curriculum vitae, profile or identifying information to the Client; or

(b) an interview of a Temporary Worker by the Client;

which subsequently results in an Engagement.

“Introduction Fee” means the fee payable under Clause 6.

“Relevant Period” means the later of:

(a) fourteen (14) weeks from the first day of an Assignment; or

(b) eight (8) weeks from the day after the Temporary Worker was last supplied to the Client.

“Remuneration” means the total first-year gross remuneration package payable to the Temporary Worker including salary, fees, bonuses, commissions, allowances, benefits and any other taxable emoluments.

“Temporary Worker” means any contractor, consultant, freelancer, temporary worker or other individual supplied or introduced by the Agency.

1.2 References to the singular include the plural and vice versa.

1.3 Headings are for convenience only and shall not affect interpretation.

2. CONTRACT FORMATION

2.1 These Terms constitute the entire agreement between the Agency and the Client in relation to temporary, freelance and contract recruitment services.

2.2 These Terms shall be deemed accepted by the Client upon the earliest of:

(a) requesting Temporary Worker details;

(b) receiving Temporary Worker details;

(c) interviewing a Temporary Worker;

(d) forwarding Temporary Worker information to any third party;

(e) requesting an Assignment;

(f) engaging a Temporary Worker.

2.3 These Terms shall prevail over any terms proposed by the Client unless expressly agreed in writing by a Director of the Agency.

2.4 No variation to these Terms shall be effective unless agreed in writing by a Director of the Agency.



3. CHARGES

3.1 The Client agrees to pay the Agency's charges as notified in writing from time to time.

3.2 Charges may include:

- (a) the Temporary Worker's pay or contract rate;
- (b) the Agency's margin;
- (c) employer costs where applicable;
- (d) agreed expenses;
- (e) statutory contributions; and
- (f) any additional costs incurred in supplying the Assignment.

3.3 All expenses incurred on behalf of the Client shall be reimbursed by the Client.

3.4 VAT shall be charged where applicable.

3.5 Invoices are payable within seven (7) days of the invoice date unless otherwise agreed in writing.

3.6 The Agency reserves the right to charge interest on overdue sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and recover all reasonable debt recovery costs, legal fees and collection expenses.

4. TIMESHEETS

4.1 The Client shall verify all hours and days worked by the Temporary Worker.

4.2 The Client shall approve timesheets promptly upon request.

4.3 Failure to approve a timesheet shall not relieve the Client of its obligation to pay for work performed.

4.4 If the Client disputes a timesheet, it shall notify the Agency within two (2) business days and cooperate fully in resolving the dispute.

5. STATUS OF TEMPORARY WORKERS

5.1 Unless otherwise stated, Temporary Workers are not employees of the Agency.

5.2 The Client shall supervise, direct and control the Temporary Worker throughout the Assignment.

5.3 The Client shall remain responsible for all work undertaken by the Temporary Worker during the Assignment.

6. TRANSFER FEES AND INTRODUCTION FEES

6.1 If the Client Engages a Temporary Worker directly or indirectly during the Relevant Period, the Client shall pay a Transfer Fee.

6.2 The Transfer Fee shall be:

15% of the Remuneration applicable during the first twelve (12) months of the Engagement.

6.3 If the Temporary Worker is introduced but not supplied on Assignment and is subsequently Engaged by the Client within six (6) months of the Introduction, the Client shall pay an Introduction Fee.

6.4 The Introduction Fee shall be:

15% of the Remuneration applicable during the first twelve (12) months of the Engagement.



6.5 If the Client introduces the Temporary Worker to any third party and that third party Engages the Temporary Worker within the Relevant Period, the Client shall remain liable for the applicable fee.

6.6 No refund shall be payable in respect of any Transfer Fee or Introduction Fee.

7. HEALTH AND SAFETY

7.1 The Client shall provide a safe working environment and comply with all applicable health and safety legislation.

7.2 The Client shall provide all necessary training, supervision, equipment and protective clothing.

7.3 The Client shall notify the Agency of any risks associated with the Assignment.

7.4 The Client shall immediately notify the Agency of any accident, incident, injury or complaint involving a Temporary Worker.

8. SUITABILITY OF TEMPORARY WORKERS

8.1 The Agency shall use reasonable endeavours to assess the suitability of Temporary Workers prior to Introduction.

8.2 The Client remains solely responsible for:

- (a) checking references;
- (b) verifying qualifications;
- (c) confirming right-to-work status;
- (d) obtaining any required licences or approvals;
- (e) carrying out any required background checks;
- (f) determining suitability for the Assignment.

8.3 The Agency gives no warranty regarding a Temporary Worker's suitability beyond information supplied in good faith.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1 All information relating to a Temporary Worker is confidential.

9.2 The Client shall comply with all applicable Data Protection Legislation including UK GDPR and the Data Protection Act 2018.

9.3 Candidate and Temporary Worker information shall not be disclosed to any third party without the Agency's prior written consent.

9.4 Information relating to the Agency's business, pricing, processes and operations shall remain confidential.

10. TERMINATION

10.1 The Client may terminate an Assignment immediately where there is:

- (a) gross misconduct;
- (b) dishonesty;
- (c) serious negligence; or
- (d) material failure to perform duties.

10.2 The Agency may terminate an Assignment immediately where it reasonably believes continued supply is inappropriate.

10.3 Any party may terminate an Assignment by providing seven (7) days' written notice unless otherwise agreed.



10.4 Termination of an Assignment shall not affect the Client's obligation to pay all outstanding invoices.

11. LIMITATION OF LIABILITY

11.1 The Agency shall not be liable for any loss, damage, cost, claim or expense arising from:

- (a) the Introduction of a Temporary Worker;
- (b) the Assignment;
- (c) any act or omission of the Temporary Worker;
- (d) any failure by the Client to supervise the Temporary Worker.

11.2 Nothing in these Terms shall exclude liability for death or personal injury caused by negligence, fraud or any liability that cannot lawfully be excluded.

12. NOTICES

12.1 Notices shall be in writing and delivered:

- (a) by hand;
- (b) by first-class post; or
- (c) by email.

12.2 Notices shall be deemed received:

- (a) if delivered by hand, on delivery;
- (b) if sent by post, forty-eight (48) hours after posting;
- (c) if sent by email, at the time of transmission provided no delivery failure notice is received.

13. SEVERABILITY

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. RIGHTS OF THIRD PARTIES

No person who is not a party to these Terms shall have any right to enforce any provision of these Terms.

15. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the courts of England and Wales.