

## Terms of Business

### 1 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

**"Candidate"** - any person in respect of whom, or in respect of whose skills or services, information is provided by the agency to the Client for an Engagement including any officer, member, employee of or anyone engaged by the Candidate if the Candidate is a limited company or limited liability partnership and members of the Agency's own staff.

**"Client"** – the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to which the Candidate is introduced;

**"Agency"** - Linear Partners Limited of 33 Cavendish Square, London, W1G 0PW and whose registered number is 9150406.

**"Engagement"** - the employment or use of the Candidate by the Client or any third party or through any other employment business on a permanent, fixed term or temporary basis, whether under a contract of service or for services; under a consultancy, agency, license, franchise or partnership agreement; or any other engagement; directly or through an intermediary such as, without limitation, an employment business or a limited company of which the Candidate is an officer or employee.

**"Introduction"** - (1) the Client's interview of a Candidate in person or by telephone or any other means; or (2) the passing to the Client of a CV or information which identifies the Candidate; and which leads to an Engagement of that Candidate.

**"Remuneration"** - the projected gross sum payable by the Client or a third party for the benefit of services rendered by the Candidate to or on behalf of the Client including base salary, guaranteed bonus, sign-on bonuses and any other fixed payments or inducements.

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

### 2. THE CONTRACT

2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an introduction.

2.2 subject to clause 3.2, these terms contain the entire agreement between the parties and replace all prior agreements whether written, oral or implied. Unless otherwise agreed in writing by an authorized signatory of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client. Exclusively mandated assignments regarding initial retainer and advertising costs may be agreed between the parties separately on a case by case basis and

nothing in this clause 2.2 shall operate to exclude or otherwise render such terms valid.

2.3 No alteration to these Terms shall be valid unless the details of such are agreed between the Agency and the Client and are set out in writing and a copy of the altered terms is given to the Client stating the date on or after which such altered terms shall apply.

### 3. NOTIFICATION AND FEES

3.1 The fee payable to the Agency by the Client for an introduction resulting in an Engagement is the amount equal to 30% of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

3.2 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.1 will be pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 12 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

3.3 If the Client subsequently engages or reengages the Candidate within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with 3.1 above becomes payable.

3.4 No fee is incurred by the Client until the Candidate commences the Engagement, when the Agency will render an invoice to the Client for its fees.

3.5 Where Remuneration is calculated in any other currency, the fee amount will be converted to GBP at NatWest Banks Exchange Rate at 9.00am on the day that the invoice is raised by the Agency.

3.6 The Client agrees to pay the Agency's fee within 28 days of the date of invoice. The Agency reserves the right to charge interest on invoiced amounts in accordance with the Late Payments of Commercial Debts (interest) Act 1998 (as amended from time to time).

3.7 All offers of Engagement shall be communicated to the Candidate via the Agency, unless otherwise agreed in writing.

3.8 In circumstances where it is agreed that the Client shall make an offer of Engagement directly to a Candidate, the Client agrees:

- To notify the Agency immediately of any offer of an Engagement which it makes to the Candidate; and
- To notify the Agency immediately of any offer of an Engagement to the Candidate has been accepted or rejected and, if accepted to provide details of the Remuneration to the Agency.

### 4. REFUNDS

4.1 In order to qualify for the following refund, the Client must pay the Agency's fee within 28 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Candidate is made redundant, where material changes are made to the parameters of the position, where the Engagement is terminated to avoid payment of fees or to obtain a refund or where the Candidate leaves the Engagement as a result of unlawful discrimination or unlawful acts against the Candidate) a refund as stated below will be allowed against the Agency's fee. Where termination of the Engagement occurs within the first 4 weeks, the Agency will refund 50%.

Where termination of the Engagement occurs between 4 and 8 weeks, the Agency will refund 30%.

Where termination of the Engagement occurs between 8 and 12 weeks the Agency will refund 20%.

4.3 In circumstances where the Client has received a refund from the Agency, the Agency will re-commence work on the Client's behalf to introduce further Candidates, on these Terms of Business unless agreed otherwise.

### 5. CANCELLATION FEE

5.1 If, after an offer of Engagement has been made to the Candidate, (whether via the Agency or otherwise) the Client decides to withdraw it for any reason outside the control of the Agency, including in particular but without limitation the, redundancy of the position, or where material changes made to the parameters of the position the Client shall be liable to pay the Agency a minimum of 50% of the fee outlined in clause 3.1.

### 6. INTRODUCTIONS

6.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.1 with no entitlement to any refund.

6.2 An introduction fee calculated in accordance with clause 3.1 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 12 months of the last point of contact in relation to the Candidate following the Introduction.

### 7. SUITABILITY AND REFERENCES

Taking up references and checking the credentials of Candidates remain the responsibility of the Client unless otherwise agreed in writing. Generally, we shall exercise as much care as possible in evaluating all Candidates, but the decision to appoint a Candidate remains entirely that of the Client and we can accept no responsibility for adverse consequences of any nature that might result.

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### 8. CONFIDENTIALITY & DATA PROTECTION

8.1 The Agency must comply with all laws, regulations and guidance relating to data protection/privacy (Data Protection Laws), including the EU General Data Protection Regulation 2016/679 (the GDPR). The Agency must ensure that, before sending the Company or its affiliates any personal data relating to a Candidate, the Agency have provided a fair processing notice to the Candidates in accordance with Data Protection Laws, informing them that their personal data will be disclosed to the Company and its affiliates globally for the purposes of their consideration for recruitment and the Agency shall obtain any necessary consents or authorisations required to permit the same. The Agency shall not process personal data of the Candidates for longer than is necessary (other than to comply with a requirement of applicable law).

8.2 Each of the Agency and the Company acts as data controller in relation to the personal data of Candidates that it processes and shall:

8.2.1 put in place and maintain appropriate technical and organisational measures to protect the personal data of the Candidates in accordance with GDPR;

8.2.2 only transfer personal data outside the EEA in accordance with appropriate safeguards and in compliance with Chapter V GDPR;

8.2.3 reasonably co-operate with the other in relation to any request from a Candidate to exercise their rights under Data Protection Laws in relation to personal data and any communication from a supervisory authority concerning the processing of personal data, or compliance with Data Protection Laws; and

8.2.4 notify the other without undue delay following any personal data breach (as defined in the GDPR) involving the personal data of a Candidate and shall reasonably co-operate with the other in relation to any notifications to supervisory authorities or to the Candidates which are required.

8.3 All information relating to a Candidate is confidential and subject to GDPR and is provided solely for the purposes of providing work-finding services to the Company. Such information must not be used for any other purpose nor divulged to any third party (except that the Company may share such information with its affiliates on a confidential basis) and the Company and the Agency undertakes to abide by the provisions of GDPR and any other applicable privacy / data protection laws in receiving and processing data at all times. In addition, any information relating to the Company's business which is capable of being confidential must be kept confidential and not divulged to any third party. The Agency must ensure that its personnel are subject to comprehensive confidentiality obligations.

### 9. LIABILITY

The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency 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 Agency to introduce any Candidate. For the avoidance of doubt the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which is not permitted to exclude under law.

### 10. 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 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 post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

### 11. SEVERABILITY

If any of the provisions of these Terms shall be determined by the 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 law.

### 12. 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