



TERMS OF BUSINESS FOR FEE EARNERS

THE PARTIES

- (1) Zagros Search Limited (registered company no. 15730456) of 25 Green Street, United Kingdom, W1K 7AX ("the Agency").
- (2) Any person, firm or company whom the Candidate is Introduced ("the Client"). For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate is Introduced.

1. DEFINITIONS

1.1. In these Terms the following definitions apply:

"Cancellation Fee"	means the fee payable by the Client to the Agency where the Client either (a) withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer or (b) withdraws an offer of Engagement made to the Candidate after the Candidate has accepted the offer, but where the Candidate has not yet commenced the Engagement, and which is calculated in accordance with clause 3.8;
"Candidate"	means any person Introduced by the Agency to the Client for an Engagement. For the avoidance of doubt, in the event of multiple hires a fee in accordance with these Terms will be due for every individual Candidate hired by the Client;
"Data Protection Laws"	means 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 (including the Candidate's acceptance of the Client's offer), employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement or joint venture; 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 the provision to the Client of a curriculum vitae (CV) or any other detail, whether written or oral, of a candidate which leads to an Engagement of the Candidate, whether or not the Client had knowledge of that Candidate before the Introduction; and "Introduces" and "Introduced" shall be construed accordingly;
"Introduction Fee"	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
"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;
"Remuneration"	includes in the case of (i) partners, the budgeted full year gross profit share at the point at which the offer letter is issued including but not limited to, any guaranteed contributions. In the case of (ii) associates, counsel or other fee earning employees, Remuneration means their starting gross annual base salary and any, guaranteed bonus and commission earnings, allowances, inducement payments, the benefit of a company car, bonus buy-outs, stock, stock options, stock buy-outs and all other payments 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 AGREEMENT

- 2.1. These terms of business ("the Terms") constitute the contract between the Agency and the Client regarding the Introduction (as defined above) of Candidates (as defined above) and the payment of Introduction Fees (as defined above) by the Firm to the Agency in respect of any Engagement (as defined above), 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. Unless otherwise agreed by a Director of the Agency, the conditions set out in these Terms shall prevail over any other terms and conditions of business or purchase condition 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 Agency 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 Agency 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 Introduction Fee is calculated as 30% of the Candidate's Remuneration applicable during the first 12 months of the Engagement.
- 3.2. The Agency shall render an invoice to the Client for the Introduction Fee upon the Candidates' acceptance of the Engagement. The client agrees to pay the Introductory Fee 14 days after the receipt of an invoice.
- 3.3. If any sum payable by the Client is not paid on the invoice due date, the Agency may charge interest on such sum at the rate of 6% per annum above the base rate of the Bank of England until the date of payment.
- 3.4. VAT is charged at the standard rate on all fees.
- 3.5. The Introduction Fee calculated in accordance with clause 3.1 is payable if the Client Engages the Candidate within the period of 12 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);
- 3.6. The Client agrees to:
 - 3.6.1. notify the Agency of an offer of an Engagement as soon as it makes it to the Candidate;
 - 3.6.2. notify the Agency as soon as reasonably practicable thereafter that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and
- 3.7. Where prior to the commencement of the Engagement the Agency 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 Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 18 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (i) the extended period of Engagement or (ii) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 3.3 had the Candidate first been Engaged for 12 months or more.
- 3.8. If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it either (a) prior to the Candidate accepting the Engagement or (b) after the Candidate has accepted the offer, but where the Candidate has not yet commenced the Engagement, the Client shall be liable to pay the Agency a Cancellation Fee equal to 10% of the Introduction Fee calculated in accordance with clause 3.1, had the Engagement commenced.

4. CONFIDENTIALITY AND DATA PROTECTION

- 4.1. All information relating to a Candidate is confidential and subject to the Data Protection Laws 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 Laws in receiving and processing the data at all times.
- 4.2. The Parties acknowledge that each is a controller in respect of Shared Personal Data, and further acknowledge that Shared Personal Data:
- 4.2.1. relates to Candidates, may include but is not limited to name, email address, address, telephone number and date of birth, details of education and employment history, skills, salary expectations, criminal records information, feedback on application and interviews, and other information contained in CVs, cover letters, right to work documentation and references; and
- 4.2.2. as it relates to employees or representatives of the Agency or the Client, may include but is not limited to name, email address, telephone number and job title.

5. LIABILITY

- 5.1. 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 it is not permitted to exclude under law.
- 5.2. The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency 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.

6. NOTICES

- 6.1. All notices which are required to be given in accordance with these Terms 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.

7. SEVERABILITY

- 7.1. 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.

8. 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.

Signed for and on behalf of the Client

Signed for and on behalf of Zagros Search Ltd

Name: _____

Name: _____

Date: _____

Date: _____