

# TERMS OF BUSINESS

For the supply of Permanent or Fixed Term Contract  
Workers to be directly engaged by the client.



## 1. DEFINITIONS

1.1 In these Terms the following definitions will apply:

“Cancellation Fee” – as defined in clause 3.9.

“Candidate” – means the person Introduced by the Company to the Client for an Engagement 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 the Company’s own staff (all whether or not previously known to the Client).

“Client” – means the person, firm, or corporate body (howsoever structured) to whom the Candidate is Introduced.

“Company” – means James Gray Associates Ltd (CRN: 05815110) of Suite 4, 1 Lea Business Park, Lower Luton Road, Harpenden AL5 5EQ.

“Data Protection Legislation” - means all applicable data protection and privacy laws and regulations in force from time to time in the United Kingdom including any statute or statutory provision which amends, supplements, consolidates or replaces the same, and in particular, to the extent applicable and without limitation, the EU General Data Protection Regulation 2016/679 (“GDPR”), the GDPR as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (“UK GDPR”), and the Data Protection Act 2018

“Engagement” – means the engagement, employment or use of the Candidate by the Client or by any Third Party to whom or to which the Candidate has been Introduced by the Client (whether with or without the Company’s knowledge or consent), on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement howsoever engaged or through a limited company of which the Candidate is an officer, employee or other representative and all whether directly or indirectly; and “Engage”, “Engages” and “Engaged” shall be construed accordingly.

“Exclusivity Fee” – means the fee payable by the Client to the Company for an Introduction resulting in an Engagement where the Company is granted an Exclusivity Period and the Client complies with the exclusivity requirements. For the avoidance of doubt, the Exclusivity Fee shall be the rate payable by the Client whether the Engagement occurs during or after the Exclusivity Period but only in relation to the Client role advertised and agreed with the Client as being subject to the Exclusivity Period. All other roles and Engagements shall be subject to the Introduction Fee in accordance with these Terms.

“Exclusivity Period” – means an exclusive period of time the Client allows the Company to identify a Candidate for the Client before working with any other recruitment or third-party providers. The standard exclusivity period is 7 calendar days from the date of the acceptance by the Company if the Client’s instructions, unless agreed otherwise in writing.

“Fee(s)” – means either the Introduction Fee, the Exclusivity Fee, or such other sums as may become due and owing under these Terms, as the context requires.

“Introduction” – means (as applicable) (i) the passing to the Client, directly or indirectly, of a Curriculum Vitae and/or information which identifies the Candidate; or (ii) the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Company to search for a Candidate; or (iii) the provision by the Client to a Third Party, directly or indirectly, of a curriculum vitae and/or information which identifies the Candidate; and in any case, where the Candidate is subsequently Engaged (whether or not the Company is the effective cause of the Engagement); and “Introduce”, “Introduces” and “Introduced” shall be construed accordingly.

“Introduction Fee” – means the fee payable by the Client to the Company for an Introduction resulting in an Engagement in accordance with clause 3 or as otherwise detailed or required in accordance with these Terms.

“Remuneration” – includes base salary or fees, guaranteed bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered pursuant to or in connection with an Engagement. Where the Client provides a company car, a notional amount of £4,500 will be added to the Remuneration to calculate the Company’s Fee.

“Terms” – means these terms and conditions of business as amended from time to time in accordance with clause 2.3.

“Third Party” - means any person, firm or corporate body (howsoever structured) who is not the Client. For the avoidance of doubt, subsidiary, and associated companies of the 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 in this definition.

1.2 Unless the context requires otherwise, references in these Terms 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.

1.4 In these Terms any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. THE CONTRACT

2.1 These terms of business (“the Terms”) constitute the contract between the Company and the Client for the supply of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of either: (i) an Introduction or the Engagement of a Candidate; (ii) the Client interviewing or requesting to interview a Candidate; (iii) the passing by the Client of any information about a Candidate to any Third Party; and/or the Client’s acceptance of these Terms howsoever recorded and/or expressed. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally made.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Company, these Terms prevail over any other terms of business or purchase conditions put forward by the Client, or that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company and the Client and are set out in writing and executed by both parties, and a copy of the varied terms is given to the Client.

2.4 The Company acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973 and/or pursuant to the Conduct of Employment Agencies and Employment Businesses Regulations 2003) when Introducing Candidates to the Client.

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## 3. NOTIFICATION & FEES

### 3.1 The client agrees:

- 3.1.1 To notify the Company immediately of any offer of an Engagement that it makes to the Candidate;
- 3.1.2 To notify the Company immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Company; and
- 3.1.3 To pay the Company's Fees within 30 calendar days of the date of invoice in full and in cleared funds without any deductions or set off to such bank account as is nominated by the Company (from time to time), and time for payment shall be of the essence.

### 3.2 Subject to clauses 3.6 and/or 3.9, the Client acknowledges and agrees that the Introduction Fee or Exclusivity Fee, as applicable, payable to the Company will be calculated per the table below and linked to the Candidate's Remuneration applicable during the first 12 months of the relevant Engagement and shall be payable immediately following the start of the relevant Engagement:

Contingency Search & Selection	Remuneration up to £30,000	Remuneration £30,001 - £60,000	Remuneration £60,001 - £90,000	Remuneration £90,001+
Introduction Fee	20%	22.5%	25%	30%
Exclusivity Fee	18%	20%	22.5%	25%

- 3.3 Where prior to the commencement of the Engagement the Company and the Client agree that the relevant Engagement will be based on a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. By way of example only, if the Candidate is Engaged for a 6-month fixed term contract and the Remuneration for 12 calendar months would have been £75,000 then the Company shall be entitled to an Introduction Fee of £9,375  $((£75,000 / 12) \times 6) \times 25\%$ . If the Client (a) extends the Engagement beyond the initial fixed term, and/or (b) re-Engages the Candidate within 12 calendar months from the date of termination of the agreed period of the original or any subsequent fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional remuneration applicable for (a) the extended period of Engagement, and/or (b) the period of the second and any subsequent Engagement thereafter calculated in accordance with clause 3.2 and/or this clause 3.3 as applicable.
- 3.4 In addition to clause 3.3, if the Client (or Third Party if applicable) subsequently re-Engages the Candidate within a period of 12 calendar months from the point of termination of any Engagement (howsoever occurring and covering fixed term contracts and/or permanent roles), the full Introduction Fee as calculated by the table in clause 3.2 and/or clause 3.3 will become payable and the Client shall pay such Introduction Fee in accordance with clause 3.1.3 for each subsequent Engagement.
- 3.5 The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings, or other similar rights.
- 3.6 The Client acknowledges and agrees that the Company's Fee (whether the Introduction Fee, Exclusivity Fee and/or the Cancellation Fee) shall always be subject to a minimum charge that is calculated by reference to a minimum 3-month Engagement at the relevant Remuneration. By way of example only, where the Client has a 2-month fixed term contract with Remuneration that would be paid for a full 12-month equivalent to £60,000, the Company shall apply an Introduction Fee of £3,750  $((£60,000 / 12) \times 3) \times 25\%$  in accordance with clauses 3.2 and/or 3.3.
- 3.7 If the Client agrees a discounted "Introduction Fee" with the Company but fails to pay the Company the Introduction Fee within 30 calendar days of the date of invoice as set out in clause 3.1.3 then the Company reserves the right to invoice the Client in accordance with the terms set out in the table in clause 3.2 that apply to the "Introduction Fee".
- 3.8 If an Exclusivity Period has been agreed then the Client agrees not to accept CVs from any 3<sup>rd</sup> party nor implement any internal promotion or transfer prior to the expiry of the agreed Exclusivity Period. Should the Client fail to adhere to this Exclusivity Period in accordance with this clause then the Company shall be entitled to charge the Client the full Introduction Fee as calculated by the table in clause 3.2 which will become payable by the Client in accordance with clause 3.1.3 **irrespective of whether or not the Company has made a successful Candidate Introduction to the Client leading to any Engagement**. For the avoidance of doubt, the Exclusivity Fee shall be the rate payable by the Client whether the Engagement occurs during or after the Exclusivity Period but only in relation to the Client role advertised and agreed between the Company and the Client as being subject to the Exclusivity Period. All other roles and Engagements shall be subject to the Introduction Fee in accordance with these Terms.
- 3.9 If, after an offer of Engagement has been accepted by a Candidate, the Client withdraws the offer or terminates the Engagement prior to its start date (howsoever arising), the Client shall remain liable to pay the Company the relevant Fee identified in clause 3.2 and/or clause 3.3 and based on what the Candidate's Remuneration would have been applicable during the first 12 months of the Engagement (the "Cancellation Fee") and shall become due immediately upon the withdrawal or termination by the Client. The Client further acknowledges and agrees that the Company will charge VAT on the Cancellation Fee where applicable.
- 3.10 The Company shall charge VAT at the standard rate on all Fees and/or any other sums due and owing under these Terms.
- 3.11 The Company reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment, whether before or after judgement.
- 3.12 Where applicable, the Client agrees to supply the Company with any required purchase order within 2 calendar days of the offer of the Engagement being accepted by the Candidate and no later than the start date of the relevant Engagement. Where the Client fails to provide a required purchase order, the Company is authorised to invoice the Client and the rate shall be the same as the full Introduction Fee as calculated by the table in clause 3.2 and which shall be payable in accordance with clause 3.1.3 above.
- 3.13 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within with clause 3.1.3 above unless the Client notifies the Company in writing within 3 business days of the date of receipt of the relevant invoice of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Company that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Company in order to resolve the dispute as quickly as possible.

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## 4. INTRODUCTIONS

- 4.1 All Candidate Introductions are confidential. The disclosure by the Client to a Third Party of any Candidate details where the Candidate has been Introduced by the Company to the Client and that Third Party subsequently Engages the Candidate within 12 months of the Introduction by the Company, the Client shall be liable and shall pay an Introduction Fee to the Company as set out in the table of clause 3.2.
- 4.2 Where the amount of the Remuneration is not known, the Introduction Fee will be charged at the maximum level of Remuneration applicable for the position or type of position the Candidate had been originally submitted to the Client for and/or comparable position in the general marketplace.
- 4.3 Any Candidate Engaged by the Client within 12 months of an Introduction by or through the Company and whether directly or indirectly will result in the Client being liable for an Introduction Fee as calculated by the table in clause 3.2.

## 5. SUITABILITY & REFERENCES

- 5.1 The Company will use all reasonable endeavours to ensure the suitability of any Candidate Introduced to the Client by obtaining confirmation of the Candidate's identity, experience, training, qualifications, and any authorisation which the Client considers necessary, 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.
- 5.2 At the same time as introducing a Candidate to the Client, the Company shall inform the Client of such matters in clause 5.1 for which they have obtained confirmation.
- 5.3 The Company will endeavour to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position that the Client seeks to fill.
- 5.4 Notwithstanding clauses 5.1, 5.2, and 5.3 above the Client shall at all times satisfy itself as to the suitability of the Candidate (whether in relation to team fit, experience, qualifications) and the Client shall take up any references provided by the Candidate to it or the Company before engaging such Candidate. The 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, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 5.5 To enable the Company to comply with its obligations under clauses 5.1, 5.2, and 5.3 above the Client agrees to provide the Company 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 which 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.
- 5.6 The Company shall notify the Client immediately if, within 3 months of the Engagement of a Candidate, it receives or otherwise obtains information which gives it reasonable grounds to believe the Candidate is or may be unsuitable for the position in which the Candidate is employed.
- 5.7 The Client acknowledges and agrees that the Company accepts no responsibility in respect of matters outside its knowledge and/or that is concealed by Candidates and, as detailed above, the Client must always satisfy itself as to the suitability of the Candidate.

## 6. SPECIAL SITUATIONS

Where the Candidate is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill, the Company will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Candidate, references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Candidate is suitable for the position. If the Company is unable to do any of the above, it shall confirm this to the Client and inform the Client of the steps it has taken.

## 7. CONFIDENTIALITY

All information relating to a Candidate is confidential and is provided solely for 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 clause 8 in receiving and processing the data at all times. In addition, information relating to the Company's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

## 8. DATA PROTECTION

- 8.1 The following definitions apply in this clause 8:

**Agreed Purposes:** the review and consideration of the Candidate in relation to the proposed Engagement.

**Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Permitted Recipients:** the parties to these Terms, the employees of each party, and any third party provided prior written consent is obtained from the other party to these Terms as to the identity of such third party.

**Shared Personal Data:** the personal data to be shared between the parties under these Terms including, but not limited to, personal data relating to each Candidate and personnel at the Company and/or Client.

- 8.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.
- 8.3 The parties acknowledge that for the purposes of the Data Protection Legislation, that both the Client and the Company are Data Controllers (where Data **Controller** and Data **Processor** have the meanings as defined in the Data Protection Legislation). Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party (the **Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes

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- 8.4 Without prejudice to the generality of clause 8.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of these Terms.
- 8.5 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 8.6 Each party shall:
- 8.6.1 ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
  - 8.6.2 give full information to any data subject whose personal data may be processed under these Terms of the nature such processing. This includes giving notice that, on the termination of these Terms, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - 8.6.3 process the Shared Personal Data only for the Agreed Purposes;
  - 8.6.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - 8.6.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by these Terms;
  - 8.6.6 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
  - 8.6.7 not transfer any personal data outside of the European Economic Area unless the transferor:
    - (a) complies with the provisions of Article 26 of the General Data Protection Regulation (in the event the third party is a joint controller); and
    - (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the General Data Protection Regulation; (ii) there are appropriate safeguards in place pursuant to Article 46 of the General Data Protection Regulation; or (iii) one of the derogations for specific situations in Article 49 of the General Data Protection Regulation applies to the transfer.
- 8.7 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 8.7.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
  - 8.7.2 promptly inform the other party about the receipt of any data subject access requests;
  - 8.7.3 provide the other party with reasonable assistance in complying with any data subject access request;
  - 8.7.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
  - 8.7.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 8.7.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation; and
  - 8.7.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of these Terms unless required by law to store the personal data.
- 8.8 Either party may, at any time on not less than 30 calendar days' notice, revise this clause 8 by replacing it with any applicable controller to controller standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to the agreement constituted by these Terms).
- 9. NON-SOLICITATION**
- The Client agrees not to approach, contact, or deal with, whether directly or indirectly, any employee of the Company in relation to any offer, proposal or service that may be considered (in the reasonable opinion of the Company) to encourage the employee to consider other offers of employment unless contact is made with the prior written consent of the Company. If the Client, without prior written consent from the Company, whether directly or indirectly, engages or receives services from any member of staff of the Company, on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis, whether during the term of the Employee's employment with the Company or for a period of 6 months after termination of the Employee's contract of employment with the Company, a compensatory sum of £30,000 + VAT will be payable by the Client to the Company. The Client acknowledges and agrees that this compensatory sum represents the genuine estimate of recruitment costs likely to be incurred by the Company in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of the Company.
- 10. LIABILITY & INDEMNITY**
- 10.1 The Company 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 Company seeking a Candidate for the Client or from the Introduction to or any Engagement of any Candidate by the Client or from the failure of the Company to Introduce any Candidate. For the avoidance of doubt, the Company 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.

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- 10.2 The Company's total liability to the Client in respect of all other losses arising under or in connection with these Terms and the relationship with the Client, whether under these Terms, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Fees received by the Company in cleared funds.
- 10.3 The Client shall indemnify and keep indemnified the Company against any costs (including reasonable legal costs), claims or liabilities incurred directly or indirectly by the Company arising out of or in connection with these Terms including (without limitation) as a result of -
- 10.3.1 any breach of these Terms by the Client or by its employees or agents; and/or
  - 10.3.2 the enforcement of these Terms by the Company; and/or
  - 10.3.3 any breach by the Client or 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 and the Regulations); and/or
  - 10.3.4 any unauthorised disclosure of a Candidate details by the Client or Third Party, or any of its employees or agents.

## 11. SEVERABILITY

- 11.1 If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.
- 11.2 If any provision or part-provision of the Terms is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 12. ADDENDUMS (IF ANY)

Addendums (if any) attached to these Terms are deemed to form part of these Terms.

## 13. ASSIGNMENTS

- 13.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under these Terms.
- 13.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms.

## 14. NOTICES

- 14.1 Any notice or other communication given to a party under or in connection with these Terms shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- 14.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one calendar day after transmission.
- 14.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 15. GENERAL

- 15.1 A waiver of any right under these Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.2 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.3 A person who is not a party to these Terms shall not have any rights to enforce its terms.

## 16. ACCEPTANCE OF THESE TERMS OF BUSINESS

- 16.1 Upon receipt of these Terms by the Client they will be deemed as accepted by the both the Client and Company once the Client (post receipt of these Terms) subsequently Engages, instructs, or conducts in activities that leads to an Engagement of a Candidate introduced by the Company. Signing of these Terms is not considered a pre-condition for their acceptance. If the Client requires amendments or addendums to be made to these Terms, then all alterations or addendums must be agreed in writing by both the Client and the Company.
- 16.2 It is the Clients responsibility to ensure that someone is suitably authorised to accept these Terms.

## 17. LAW

These Terms and Conditions and any dispute or claim arising out of or the connection with them shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree to the exclusive jurisdictions of the Courts of England and Wales