



Oscar James Partners Ltd

Terms and Conditions of Business

For Permanent Placements,

Fixed Term Placements
&
Team / Department moves



FEE SCHEDULE and HEADS OF TERMS

PLACEMENT FEES

The table below sets out OJP's standard % fees for permanent and fixed term recruitment which are subject to and incorporated into the Terms and Conditions of Business for Permanent and Fixed Term Placements of Oscar James Partners Ltd (the "Terms").

SALARY PACKAGE	FEE AS % OF SALARY PACKAGE
all salary packages	25%

This fee structure will apply to each individual hire who may form part of a team or department move. When a team or department transplant takes place, each fee can be invoiced separately or combined into a single invoice.

For retained searches, fees will be payable in separate instalments in accordance with clause 6 of the Terms.

OJP may propose an increased % in certain circumstances, for example where the role is likely to require additional time and resource to be applied by OJP or the nature of the services is more complex.

Any such increase or any other variation to the fees is subject to written agreement (which may include by email) between OJP and the Client and will be incorporated into the Terms.

GUARANTEE OF SATISFACTION

In the event of a Candidate leaving the Clients employment within 8 weeks of commencement for any other reason other than through redundancy, provided that the Client informs OJP in writing of the fact within seven days of the termination of employment, and that the introduction fee has been paid on time (within 14 days of invoice date), OJP offers the following:

Return of 50% of the fee if the departure is within 0-4 weeks following commencement of the relevant engagement.

Return of 25% of the fee if the departure is within 5-8 weeks of commencement of the relevant engagement.

The Guarantee of Satisfaction does not apply to:

Fixed term contract Engagement;

Fixed temporary to permanent conversions;

Engagement where the Client has elected to pay by instalments; or

If the Client redeemed One (1) replacement and the replacement Candidate contract is terminated for any reason.

Any reduction in the Fee as % of salary will result in voiding the guarantee of satisfaction.

PART TIME

Where an Engagement is part-time, the salary will be equated to the full time equivalent and the fee shall be levied on that salary.

Costs Indemnity – the Client shall indemnify OJP against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by OJP arising out of or in connection with enforcement of this agreement.



TERMS AND CONDITIONS OF BUSINESS FOR PERMANENT & FIXED TERM PLACEMENTS

1. Scope of this Agreement

- 1.1 These Terms and Conditions shall apply to:
 - a. any Business proposed or undertaken by OJP for the Client; and
 - b. the employment, engagement or other use by the Client of a Candidate Introduced by OJP.
- 1.2 In the absence of written confirmation, the use by the Client of any CV (or the details therein) provided by OJP or the interview or employment or engagement (or any offer of such) in any capacity, of any Candidate Introduced by OJP will constitute acceptance by the Client of these Terms and Conditions.
- 1.3 These Terms and Conditions together with any documents referred to within them shall constitute the entire agreement between the Parties in relation to the Business, Placement and/or the employment, engagement or other use by the Client of a Candidate Introduced by OJP to the exclusion of all other agreements including any other terms and conditions of business or purchase conditions that the Client may attempt to impose in respect of the provision of the Business.

2. The Placement

- 2.1 OJP shall use reasonable skill and care in the sourcing and Introduction of Candidates to the Client.
- 2.2 The Client shall provide OJP with details of the particular Placement, including the anticipated Salary Package, job description and any other information reasonably necessary to enable OJP to assess the suitability of a Candidate for that Placement.
- 2.3 Insofar as a Candidate or a third party provides details (whether in the form of academic or professional qualifications, professional background, experience or the like) relating to the Candidate, OJP provides no warranty or representation as to the accuracy of such information and OJP will not be liable to the Client for any loss (including direct loss, indirect or consequential loss, loss of profit, loss of anticipated revenue, loss of reputation or regulatory fines) or damage, nor shall OJP bear any responsibility for any Client legal costs and expenses associated with such matters, whether arising directly or indirectly, as a result of such inaccurate or misleading information and the Client acknowledges that it is their sole responsibility and obligation to undertake its own investigations to verify any information provided in respect of that Candidate and ensure that the same is accurate and correct.
- 2.4 Where the Client has instructed OJP to approach a particular Candidate on the Client's behalf, the Client shall indemnify and keep OJP indemnified against all liabilities, costs, expenses, damages and direct losses and all interest, penalties and reasonable legal and professional costs and expenses suffered or incurred by OJP as a result of claims made against OJP in connection with such instruction provided that OJP has complied with its obligation to use reasonable skill and care and has not acted negligently or illegally in such regard.
- 2.5 OJP gives no representation or warranty that any Candidate is or will be willing and/or available to accept any Placement.
- 2.6 OJP will not be liable for any and all losses, including direct losses, indirect or consequential losses, loss of profit, loss of actual or anticipated savings, loss of anticipated revenue, loss of reputation or regulatory fines, liabilities, costs and expenses (including legal costs and expenses) incurred by the Client arising from the Candidate's acts or omissions including their acts or omissions in the performance of their employment (whether on a permanent or Fixed Term Placement basis) with the Client.
- 2.7 The Client acknowledges that the final decision to employ or engage the Candidate rests with it.
- 2.8 The Client will make OJP aware of any security and/or health and safety requirements which OJP's staff and/or the Candidate must observe whilst at the Client's premises.
- 2.9 Unless otherwise notified to the contrary by the Client in writing to OJP, the Client hereby provides OJP with its consent to use and reproduce the Client's name, logo and trademarks within advertising for the Placement and for OJP's general promotional literature (whether online or in print) provided always that OJP shall not change or otherwise amend the Client's name, logo or trademark without the Client's prior written consent. Nothing in this provision shall create any rights of ownership (whether registrable or not) in favour of OJP over the intellectual property of the Client.
- 2.10 OJP shall not be responsible for arranging work permits, insurance or other incidental requirements of employment for the Candidate.

3. Fees

- 3.1 The Placement Fees for non-Fixed Term Placements shall be calculated as a percentage of the Salary Package of the Candidate. This percentage shall be agreed between the Parties and confirmed by OJP in writing (including by email) or verbally (then confirmed by email). In the absence of such agreement, where a Placement is accepted by the Candidate, OJP shall be entitled to charge Placement Fees calculated on its standard percentages as set out in the Fee Schedule. For the avoidance of doubt, where an offer of employment or engagement is accepted by the Candidate but (through no fault of the Candidate) no employment or engagement results, the Placement Fees shall still be due.
- 3.2 The Placement Fees for Fixed Term Placements shall be calculated against the equivalent annual full time Salary Package pro-rated to the length of the Fixed Term Placement but otherwise calculated in accordance with the provisions of clause 3.1.
- 3.3 Placement Fees are exclusive of any Value Added Tax which shall be charged by OJP at the prevailing rate.
- 3.4 If, after an offer of Engagement has been made to the Candidate, either before or after acceptance by the candidate, the client decides for any reason to withdraw the offer of Engagement, the client shall be liable to pay the Agency a Cancellation Fee of 50% of the Introduction Fee.

4. Additional Costs

- 4.1 Any Additional Costs will only be incurred by or with the Client's approval and charged at rates agreed between the Parties in writing. Such Additional Costs will be payable by the Client, even if the Placement to which such Additional Costs are attributable is not secured.

5. Time For Payment

- 5.1 Save as provided in clause 6.2, the Client shall pay all OJP invoices (including those for Additional Costs) in full, within fourteen (14) days of the date of a OJP invoice without any right of set off.
- 5.2 Except as otherwise agreed in writing between the Parties, all Placement Fees shall be invoiced following the Candidate accepting an offer from the Client. OJP shall be entitled to invoice any and all Additional Costs immediately after they have been incurred by OJP.
- 5.3 The Client is deemed to have accepted an OJP invoice if no dispute is raised in respect of the same, within seven (7) days of the date of such invoice. All disputes shall be dealt with promptly, in good faith and escalated to the appropriate levels within OJP. For the avoidance of doubt, no disputed payment shall permit the Client any right of set off against future invoices or permit the Client to fail to discharge any other OJP invoice issued pursuant to these Terms and Conditions.
- 5.4 Any third-party costs and/or expenses (including legal fees and other professional fees) incurred by OJP in recovering amounts overdue pursuant to these Terms and Conditions shall be payable by the Client.
- 5.5 OJP are entitled to charge for extra expenses incurred in the course of credit control once an invoice is overdue on Payment Terms. These costs shall be up to £250 per communication sent and are limited to one communication per day. This charge will not require approval from the Client and will be invoiced entirely at the discretion of OJP.

6. Retained Searches

- 6.1 Placement Fees for Retained Searches only shall be calculated on the basis of the Salary Package and invoiced to the Client in two stages:
 - a. thirty three percent (33%) of the Placement Fee on OJP's agreement to undertake the Business (based on an estimate of the Salary Package);
 - b. the balance (if applicable, adjusted for any variance between the estimated and final Salary Package) upon acceptance of the Offer by the Candidate and ratification of an Engagement Date (start date).
- 6.2 Placement Fees for Retained Searches are non-refundable. If the Client withdraws the Placement before the Candidate commences, all stages of fees specified in clause 6.1 will become payable immediately.

7. Fixed Term Extensions & Conversions

- 7.1 For Fixed Term Placements, if:
 - a) a new fixed term commences within twelve (12) months from the end of the previous fixed term, and/or the original fixed term (or any subsequent fixed term) is extended, a further fee will be calculated in accordance with the provisions of clause 3.2; or
 - b) the Candidate accepts permanent employment with the Client within twelve (12) months of the end of the last fixed term, a further fee will be calculated in accordance with the provisions of clause 3.1.
- 7.2 In each circumstance established pursuant to clauses 7.1 a and 7.1 b, the Client must notify OJP immediately in writing of the occurrence such circumstance.

8. Additional Circumstances Where Placement Fees Will Be Due

- 8.1 The Client shall inform OJP as soon as reasonably practicable and in any event within seven (7) days of the occurrence of any of the events envisaged pursuant to the provisions of this clause 8.1, and shall pay the Placement Fee that would have been due to OJP for a Placement where:
 - a. although no Placement occurs initially, a Candidate accepts an offer of employment or engagement with the Client within twelve (12) months of the Final Communication; or
 - b. irrespective of whether or not a Placement resulted from the Introduction of a Candidate by OJP to the Client, the Candidate is Introduced by the Client to a third party within twelve (12) months of the Final Communication and such introduction results in an offer of employment or an assignment, whether made through another recruitment agency, third party or by the Client direct.
 - c. a Candidate, introduced by OJP to the Client, refers a colleague or colleagues as a Candidate to the Client and this Candidate takes up Employment with the Client.
- 8.2 The notification to OJP under clause 8.1 shall include details of the start date of the employment and full details of the Salary Package agreed.

9. Replacement Candidates

- 9.1 Should the employment or engagement of a Candidate terminate within a period of eight (8) weeks (including the Candidate's period of contractual notice with the Client) from the Candidate's employment commencement date with the Placement, OJP shall use reasonable endeavours to seek a replacement Candidate on the condition that:
 - a. the Candidate leaves of their own volition and not due to any redundancy measures, change in job description or change in work conditions;
 - b. OJP's invoices have been settled in accordance with these Terms and Conditions;
 - c. the Client has complied with its obligations to the Candidate including its obligations under any relevant law;
 - d. the request is given exclusively to OJP to replace the Candidate;
 - e. the replacement role is the same as the initial Placement; and
 - f. OJP is informed in writing that the Candidate is no longer to be engaged by the Client within seven (7) days of such decision being made.
- 9.2 OJP only offers such replacement for the initial Candidate placed with the Client in whatever capacity. No replacement for the replacement Candidate in whatever capacity shall be provided.
- 9.3 If the Salary Package of the replacement Candidate changes from that provided to the original Candidate, the invoiced amount will be adjusted accordingly.



- 9.4 The offer of searching for a replacement Candidate (where the circumstances noted in clause 9.1 are satisfied) will be valid for a period of two (2) months from the date of termination of the initial Candidate, after which OJP is not obliged to offer such a replacement.
- 9.5 This clause 9 shall constitute the exclusive remedy for the Client with regards to a Candidate's engagement terminating in the circumstances set out in clause 9.1.

10. Confidentiality and Data Protection

- 10.1 Each Party will hold information of the other that can be reasonably regarded as being confidential or is notified as being so by the disclosing Party, in confidence and will not disclose such information without the consent of the other Party unless required by law or a court of competent jurisdiction, or it has already been made available to the public other than through a breach of this clause. Any CVs or details of the Candidate provided to the Client by OJP shall remain the confidential information of OJP.
- 10.2 Both Parties shall comply with its data protection obligations as more particularly set out in the Data Protection Legislation that apply to each of them respectively. The parties agree that they will be classified under the Data Protection Legislation as 'Data Controllers in Common' and have agreed to both comply with the Data Sharing Protocol relating to the data sharing referred to in these Terms and Conditions. The Client shall indemnify OJP against all liabilities, costs, expenses, damages and direct losses and all interest, penalties and reasonable legal and professional costs and expenses suffered or incurred by OJP arising out of or in connection with any third party claims (including those of Candidates) caused by the misuse of a Candidate's personal data by the Client or its Subsidiaries, or the employees, directors, agents or contractors of each.

11. Law and Jurisdiction

- 11.1 Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 11.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of England.

12. General

- 12.1 Neither Party shall be liable to the other under or in connection with these Terms and Conditions or any contract made upon them for any indirect or consequential loss, loss of profits, loss of business, loss of revenue loss of anticipated savings, loss of reputation or regulatory fines. Nothing in these Terms and Conditions limits any warranty, exclusion or limitation of liability or right imposed by statute or regulation to the extent that it cannot lawfully be excluded or limited.
- 12.2 Subject to the extent that a liability cannot be lawfully excluded or limited, the maximum liability of each Party to the other in respect of any Placement shall be limited to one hundred and twenty percent (120%) of the Placement Fees which are payable.
- 12.3 The Client will not during the course of OJP's engagement and for a period of twelve (12) months thereafter (either on its own account or for any other individual or organisation), directly or indirectly induce, entice or solicit away or try to induce, entice or solicit away from OJP any individual who is an employee, director or consultant of OJP. If the Client employs or engages any person in breach of this provision, the Client shall pay to OJP on demand the sum equivalent to fifty percent (50%) of the Salary Package of such person. The Parties agree that this is a genuine pre-estimate of loss.
- 12.4 If any clause is held by a court of competent jurisdiction to be illegal or unenforceable, that part will be severed from all other terms without affecting the validity or enforceability of all other provisions of these Terms and Conditions.
- 12.5 If a Party is prevented in the performance of its obligations under this Terms and Conditions by circumstances that are beyond the control of that Party (acting reasonably) then that Party will not be liable for what would otherwise have been a breach of its obligations under these Terms and Conditions.
- 12.6 No failure or delay by either Party in exercising any right or remedy available to it will constitute a waiver of that or any other right or remedy. No waiver or amendment of any clause will be effective unless confirmed in writing to the other Party and in the case of OJP, by a director of OJP.
- 12.7 Those clauses which, by their nature, are intended to continue to have effect following termination or expiry of these Terms and Conditions shall survive and continue to bind the Parties.
- 12.8 A person who is not a Party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to benefit from or enforce any term of these Terms and Conditions.
- 12.9 Any variation to these Terms and Conditions, including the attempted introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by an authorised signatory of OJP.

Definitions and Interpretation

In these Terms and Conditions, the following words shall have the following meanings unless the context dictates otherwise.

- “**Additional Costs**” shall for example mean any advertising campaign, additional pre-employment screening requirements or the like for a specific Placement or any other agreed supplementary charges.
- “**Business**” means work performed by OJP in relation to permanent or Fixed Term Placements including, OJP providing CVs (solicited or unsolicited), OJP receiving instructions from the Client for a Placement, long/short listing of Candidates, Introducing a Candidate, OJP's arrangement of or conducting interviews with Candidates or any other act either directly or indirectly relating to the sourcing or supply of a Candidate.
- “**Cancellation Fee**” means the fee payable by the Client to OJP when the Client withdraws an offer of Engagement made to the Candidate either before or after the Candidate has accepted the offer of Engagement.
- “**Candidate**” means an individual Introduced by OJP to the Client or any individual that moves as part of a team or department.
- “**Client**” means you or your ultimate holding company and all of its subsidiaries and representatives.

“**Communication**” means email, telephone call, letter, mailer, fax, WhatsApp, Text Message or any other means of communication.

“**CV**” means curriculum vitae or any other documentation used to present a Candidate.

“**Data Protection Legislation**” means the European Union's General Data Protection Regulation (2016/679) (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including any guidance and codes of practice issued by the applicable supervisory authority.

“**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, licence, franchise or partnership agreement; 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, “use” shall include any situation in which a Candidate attends the site of the Client; spends time with the Client or associates of the Client once an offer has been made regardless of remuneration for time spent with the client or their associates. For the avoidance of doubt, no work has to be undertaken by the Candidate for the Client for there to have been an “engagement”. For the purpose of this contract, “Engagement” is to be construed widely. “Engagement” will include the following non-exhaustive list of situations, a Candidate attending the site of the Client for work, training, further negotiations following an Offer, any situation in which the Candidate reports to the Client. The terms “Engagement”, “Engage”, and “Engaged” shall be used interchangeably within these Terms and have no separate meaning. “Engagement Date” means the actual or proposed date of Engagement of the Candidate by the Client.

“**Fee Schedule**” means the document on Page Two (2) or any other document or written (including electronic) confirmation of the fees as agreed between the Parties.

“**Fixed Term Placement**” means any Candidate Introduced to the Client who is employed or engaged directly by the Client on a fixed term contract.

“**Final Communication**” means the latest date on which Parties communicated in respect of a Candidate.

“**Interview**” means an interview or conversation either face to face, over telephone, over video conference or any other means of conversation either verbal or written.

“**Introduced**” means the communicating (through whatever medium) of a Candidate's CV, a long or short list of Candidates and/or details of a Candidate by OJP to the Client or any other verbal or written communication between OJP and the Client that enables the Candidate to be identified and “Introduction” and “Introduce” shall be construed accordingly. OJP does not have to show that the passing of a CV was the effective cause of the engagement.

“**Offer**” Means the offer of a “Salary Package” and / or an “Engagement Date” for “Engagement” from the Client to the Candidate either written or verbally to OJP or to the Candidate direct. For the avoidance of doubt, any changes to the Offer to include but not limited to “Salary Package” or “Engagement Date” will be subject to a “Cancellation Fee”

“**OJP**” means Oscar James Partners Ltd (registered company no. 12501898

“**Parties**” means collectively OJP and the Client and each individually shall be referred to as a “Party”.

“**Payment Terms**” means 14 days from the date of invoice or start date, whichever is sooner. Unless an alteration is agreed in Communication with a Director of OJP. Any alteration is deemed to be a new set of Payment Terms.

“**Placement**” means a position or role to which a Candidate may be or is appointed on a permanent or Fixed Term basis (including a Fixed Term Placement) with the Client.

“**Placement Fees**” means the fees due to OJP in relation to a specific Placement calculated in accordance with these Terms and Conditions.

“**Salary Package**” means the annual anticipated gross remuneration package for a Placement, which includes gross annual salary, applicable benefits for which there is a cash equivalent paid to the Candidate, profit share, commission, bonus, living allowances, travel allowances, overseas allowances and joining inducements. For the purposes of calculating Placement Fees, the provision of a car to the Candidate is valued at £5,000 per annum.

“**Subsidiary**” shall have the meaning more particularly given in section 1159 of the Companies Act 2006 and the term “Subsidiaries” shall be construed accordingly.

Sign:

Signed for and on behalf of Client name:

.....

Print name:

I confirm I am authorised to sign these Terms on behalf of the Client.

Date: