

**KEYBAR LTD – TERMS OF BUSINESS FOR PERMANENT RECRUITMENT SERVICES
(GOVERNED BY THE LAWS OF ENGLAND AND WALES)**

This Agreement is entered into on this [DD] day of [MM] [YYYY]

BETWEEN:

Keybar Ltd trading as **Key Health**, a company duly incorporated under the laws of England and Wales with company number 1382035 and having its registered office at 1st Floor, Regus -The Lansdowne Building, 2 Lansdowne Road, Croydon, England CR9 2ER ("the Agency");

and

[Client Company Name and country of registration and number], having its principal place of business at [Client address] ("the Client").

1. DEFINITIONS

- "Candidate" means any person introduced by the Agency to the Client for a permanent position.
- "Engagement" means the employment, engagement, or use of a Candidate by the Client or any third party introduced to the Candidate by the Client, directly or indirectly.
- "Introduction" means the provision of a Candidate's details or interview facilitation.
- "Fee" means the amount payable to the Agency for a successful Engagement, as a percentage of the Candidate's first year's total gross remuneration.

2. SCOPE

2.1 This Agreement governs all Introductions of Candidates by the Agency to the Client for the purpose of permanent Engagement. 2.2 A fee shall be payable where an Engagement occurs within 12 months of the Introduction or last communication.

3. FEES AND PAYMENT TERMS

3.1 The fee shall be 25% of the Candidate's total first-year gross remuneration in the form of basic salary only. 3.2 All fees are exclusive of VAT or GST. 3.3 Invoices are issued on the Candidate's acceptance of offer. Payment terms are strictly 14 calendar days from invoice date. 3.4 Interest will be charged on

overdue invoices at 8% per annum above the Bank of England base rate.

Search Engagement Fee – Non-Responsive Mandate

3.5 Where the Client instructs the Agency to conduct a search for a permanent or contract role and the Agency submits one or more CVs aligned with the brief, a Search Engagement Fee of 20% of the Agency's estimated full-year fee value shall become payable if the Client fails to respond within seven (7) calendar days of CV submission.

Failure to respond includes not providing meaningful written feedback or not scheduling interviews with any submitted Candidates. The full-year fee value is based on either the anticipated gross annual salary (for permanent roles) or a 12-month assignment value at the indicated contract rate (for contract roles).

This fee reflects the Agency's resource expenditure and opportunity cost. It shall not apply where the Client provides feedback or books interviews within the 7-day period. If applicable, the fee will be invoiced immediately after and is payable within fourteen (14) days of the invoice date

4. CANDIDATE SUITABILITY

4.1 The Agency will use reasonable efforts to ensure the suitability of Candidates. 4.2 The Client shall be responsible for all due diligence, including qualifications, references, right to work checks, and medical assessments.



5. REFUND POLICY

5.1 If the Candidate leaves or is dismissed within 8 weeks of starting employment (excluding redundancy or restructuring), the Client may request a refund or replacement:

- 100% refund if within 2 weeks
- 75% refund if within 4 weeks
- 50% refund if within 6 weeks
- 25% refund if within 8 weeks

5.2 No refund shall apply if: (a) the invoice is unpaid within agreed terms; or (b) the Client re-engages the Candidate within 6 months.

6. LIABILITY

6.1 The Agency accepts no liability for the performance or conduct of Candidates once engaged.

6.2 The Client assumes all responsibility for the final hiring decision and any resulting employment relationship.

Signed for and on behalf of Keybar Ltd:

Signature:

Name:

Position:

Date: DD/MM/YYYY

Signed for and on behalf of [Client Company Name]:

Signature: _____

Name: _____

Position: _____

Date: _____

7. CONFIDENTIALITY

7.1 All Candidate information provided by the Agency is confidential and must not be disclosed to third parties. 7.2 An Introduction resulting in third-party Engagement will still attract a full fee.

8. NON-SOLICITATION

The Client shall not bypass the Agency by referring Candidates to third parties or hiring without notifying the Agency. Any such Engagement within 12 months of Introduction will incur a full fee.

9. GOVERNING LAW AND JURISDICTION

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