



TERMS OF BUSINESS

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Terms of Business for the Introduction of Permanent or Contract Staff to be Directly Employed by the Client

1. Definitions:

1.1 In these Terms of Business the following definitions apply:

"Employment Agency" means Clearnorth Ltd- Company Number 9436038 or its successors and assigns from time to time.

"Applicant" means the person introduced by the Employment Agency to the Client for an Engagement including any members of the Employment Agency's own staff.

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced.

"Professional Body" A Professional Body is an organisation that exists to further a particular profession, to protect both the public interest and the interests of professionals by maintaining and enforcing standards of training and ethics in their profession.

"Engagement" means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement; directly or through a limited company of which he is an officer or employee.

"Introduction" means:

- (I) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Employment Agency to search for an Applicant; or
- (II) the passing to the Client of a curriculum vitae or other information which identifies the Applicant, and which leads to an Engagement of that Applicant by the client.

Unless the client can show there shall be deemed to have been an Introduction if any person is engaged by the Client within six months of the Employment Agency having at the request of the Client given the name of such person to the Client and the word "introduced" shall be construed accordingly.

"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, car allowance or a company car (assumed cost an annual amount of £5,000) and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

"Chargeable Fee" Agreed fee percentage of Remuneration offered, exclusive of VAT, which must be paid by the Client at the prevailing rate

1.2 Unless the context requires otherwise, reference to the singular includes the plural and references to the masculine include the feminine and vice versa.

- 1.3 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 of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.
- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in terms of Business or purchase conditions 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 the Employment 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 In the event of a signed proposal between the parties, the terms set out therein (including fees and deliverables) shall apply in conjunction with these Terms of Business. Where no proposal exists, clearnorth's prevailing rates and terms shall apply.

3 Notification and Fees

- 3.1 The Client agrees:
- (a) to notify the Employment Agency immediately of any offer of an Engagement which it makes to the Applicant;
 - (b) to notify the Employment Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Employment Agency; and
 - (c) to pay the Employment Agency's fee within 30 days of the date of invoice to qualify for any free replacement support.
- 3.2 The Employment Agency will render an invoice to the Client for fees when the employment contract has been returned to the Client.
- 3.3 The Employment Agency reserves the right to charge statutory interest and compensation costs for debt recovery on invoiced amounts unpaid for more than 30 days after the invoice date.
- 3.4 The Chargeable Fee payable by the Client for an Engagement shall be confirmed in writing via a bespoke proposal issued by clearnorth and agreed by both parties prior to the commencement of any search or representation.
If no signed proposal exists, clearnorth reserves the right to apply its prevailing rate for the role type in question, calculated against the total first-year Remuneration (including base salary, guaranteed bonuses, allowances, and taxable benefits).
Where applicable, clearnorth may determine a reasonable market benchmark for Remuneration if actual figures are not disclosed, to ensure appropriate fee calculation and enforcement under these Terms.
- 3.5 In the event that the Engagement is for a fixed term of less than 12 months, the Chargeable Fee in Clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if

the Client re-engages the Applicant within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional year 1 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.

3.5.1 If subsequent to a fixed term engagement a permanent position is offered then the Chargeable Fee in Clause 3.4 will apply to the permanent position.

3.6 Engagement Fee (Retained Assignments)

Where Clearnorth is instructed on a retained basis, an initial Engagement Fee will be invoiced and payable at the commencement of the assignment. This fee confirms the client's commitment to exclusivity and enables Clearnorth to dedicate time, resources, and access to the passive market.

The Engagement Fee is:

- Deducted from the final invoice upon successful placement
- Retained in full if the client cancels the assignment, hires through another source, materially alters the role, or fails to meet the agreed process conditions (see Clause 11)
- Refunded in full if Clearnorth does not deliver a candidate who is offered the role within 6 weeks of the agreed search start date, provided the client has met all process obligations and the brief remains unchanged.

3.7 Commencement of Services (Retained Assignments)

Clearnorth will not commence candidate sourcing, outreach, shortlisting, or interview scheduling under a retained assignment until the Engagement Fee has been received in full.

3.8 Unauthorised Engagements ("Backdoor Hires")

If the Client (or any associated entity) engages, employs, or otherwise makes use of an Applicant introduced by clearnorth — directly or indirectly — without notifying clearnorth and without entering into a formal agreement or paying the agreed Chargeable Fee, the Client shall be liable for a fee equivalent to three times (3×) the agreed or deemed Chargeable Fee.

Where no signed proposal exists, clearnorth shall determine a reasonable prevailing rate based on the role type and market salary benchmarks, and apply this to the first-year Remuneration to calculate the deemed fee.

This provision applies to any Engagement that occurs within 12 months of the latest Introduction, CV submission, meeting, interview, or other communication regarding the Applicant.

The Client agrees that this clause represents a genuine pre-estimate of loss to clearnorth in terms of commercial time, search investment, lost opportunity, and reputational harm, and is not to be treated as a penalty. This clause ensures the protection of clearnorth's service value and intellectual capital in the absence of proper engagement.

4 Free Replacement Policy

4.1 If the placed candidate leaves within the first 12 weeks, Clearnorth will provide a free replacement search for the same role at no additional cost.

This is conditional on:

- The original invoice being paid within terms (30 days)
- The role and package remain materially unchanged
- The reason for departure not being redundancy or business closure

This replacement search is valid for a single replacement only.

The replacement search applies only to the original position and job specification. If the role is materially altered, a new assignment and fee will apply.

5 Cancellation Fee

- 5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Employment Agency 50% of the agreed Chargeable Fee as outlined in the proposal or, if no proposal was signed, clearnorth's prevailing rate..
- 5.2 In retained assignments, cancellation following acceptance of terms will void any refund of the engagement fee.

6 Introductions

- 6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Employment Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Employment Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2 An Introduction fee based on the agreed Chargeable Fee or clearnorth's prevailing rate for such roles in relation to any applicant engaged as a consequence of or resulting from an introduction by or through the Employment Agency, whether direct or indirect, within 6 months from the date of the Employment Agency's introduction
- 6.3 Where the amount of the actual Remuneration charge is not known, the Employment Agency will charge a Chargeable Fee calculated in accordance with clause 3.4 at the level of Remuneration applicable for the position and/or Clearnorth's internal benchmarks and prevailing rates for comparable placements. In which the Applicant has been engaged with regard to any information supplied to the Employment Agency by the Client and/or comparable positions in the market generally for such positions.

7. Suitability and References

- 7.1 The Employment Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 7.2 The Employment Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.3 The Employment Agency endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this and clauses 7.1 and 7.2 above, the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to

the Employment Agency or the Client before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

The Client undertakes to provide to the Employment Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisations which the Client considers necessary or which are required by law or any professional body for the applicant 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 Applicant 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 Applicant would be entitled to give and receive to terminate the employment with the Client.

- 7.4 Clearnorth will conduct preliminary reference checks before offer stage where appropriate but final due diligence remains the responsibility of the Client.”

8. Liability

- 8.1 The Employment Agency shall not be liable for any loss, expense, damage, delay, costs or compensation save where such loss was caused by misrepresentation; whether direct, indirect or consequential which may be suffered or incurred by the Client arising from or in any way connected with the Employment Agency seeking an Applicant for the Client or from the Introduction to or engagement of any Applicant by the Client or from the failure of the Employment Agency to introduce any Applicant. For the avoidance of doubt, the Employment Agency does not exclude liability for death or personal injury arising from its own negligence.

9. Advertising

- 9.1 Where the Client has instructed the Employment Agency to arrange media advertising all identifiable media costs shall be invoiced by the Employment Agency on the scheduled publication date of the relevant advertisement and such invoice shall be paid in full by the Client within 30 days of date of invoice.

10. Data Protection Act 1998

- 10.1 Non-Limited Companies – Information such as address, and account balances held by The Employment Agency may be passed to our financiers, auditors and insurers for legitimate business use. Acceptance of these Terms and Conditions will be interpreted as your permission to divulge this information. The Employment Agency will ensure at all times that it is in compliance with the principles in the Data Protection act 1998 and the GDPR Data Protection Regulations 2016 (Implemented May 2018)

11. Client Responsibilities:

To ensure successful outcomes, the client agrees to:

- Provide interview feedback within 1 working hour of candidate interviews
- Issue written offers within 24 hours of verbal acceptance
- Make every reasonable effort to present their business positively and accurately,
- Avoid engaging other agencies for the same role without a written agreement

Where requested, Clearnorth can provide guidance on how to best position the opportunity to maximise candidate engagement

Clearnorth reserves the right to withdraw from any assignment if these service conditions are not met, to protect candidate engagement and delivery standards.

12. Law

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Disclosure:

I confirm that the information supplied to Clearnorth Ltd may be used for Recruitment and Consulting purposes under the Data Protection Act and that Clearnorth Ltd can advertise vacancies on my behalf.

I confirm that I am duly authorised to acknowledge and accept the Terms and Conditions of Business for the supply of directly employed permanent or contract staff.