

Thatcher Associates

Standard Terms of Business

Introduction of Candidates to Clients for Direct Employment/Engagement

1. Definitions

1.1 In these Terms -

"Client" means the person, firm or corporate body to whom Thatcher Associates Introduces a Candidate;

"Candidate" means the person Introduced by Thatcher Associates to Client 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 Thatcher Associates' own staff;

"Compensation" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, shift allowances, location weighting, living allowance and call-out allowances, the benefit of a company car and all other payments or emoluments payable to or receivable by the Candidate for work (or for services where applicable) to be rendered to or on behalf of Client. Where Client provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate Thatcher Associates' fee;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

"Data Protection Legislation" means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 2018; (b) the General Data Protection Regulation (EU) 2016/679; (c) UK General Data Protection Regulation; and (d) any other subsequent or applicable legislation relating to data protection, the processing of personal data and privacy;

"Engagement" means the Candidate's acceptance of Client's offer, the engagement, employment or use of the Candidate by Client or by any Third Party to whom or to which the Candidate was Introduced by Client (whether with or without Thatcher Associates' knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company of which the Candidate is an officer or employee or through a limited liability partnership of which the Candidate is a member or employee; or indirectly through another company and

"Engages" and **"Engaged"** will be construed accordingly;

"Introduction" means (a) the passing of a curriculum vitae or other information about the Candidate to Client; or (b) the interview of a Candidate in person or by telephone and the time of the Introduction will be taken to be the earlier of (a) and (b) above; and

"Introduced" and **"Introduces"** will be construed accordingly;

"Personal Data" means as set out in, and will be interpreted in accordance with Data Protection Legislation;

"Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with these Terms or which relates to any Candidate;

"Process" means as set out in, and will be interpreted in accordance with Data Protection Legislation and **"Processed"** and **"Processing"** will be construed accordingly;

"Replacement Candidate" means any Candidate Introduced by Thatcher Associates to Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 4 calendar months of the Engagement;

Thatcher Associates" means Thatcher Associates Ltd. a company incorporated in England and Wales under company number 03996163 and whose registered office is at 3rd Floor



Eastgate, Castle Street, Castlefield, Manchester, United Kingdom, M3 4LZ.

“**Third Party**” means any company or person who is not Client. For the avoidance of doubt, subsidiary and associated companies of 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 (without limitation) within this definition; and

“**Vacancy**” means a specific role/s, work or position that Client requests Thatcher Associates to submit person for consideration for such role/s work or position.

2. These Terms

- 2.1 These Terms constitute the entire agreement between Thatcher Associates and Client in relation to the Introduction of Candidates for Engagement by Client and are deemed to be accepted by Client and to apply by virtue of (a) an Introduction to Client of a Candidate; or (b) the Engagement by Client of a Candidate; or (c) the passing of information about the Candidate by Client to any Third Party; or (d) Client’s interview or request to interview a Candidate; or (e) Client’s signature at the end of these Terms; or (f) any other written expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by Client for the same type of work and/or Vacancy as that for which the Introduction was originally effected.
- 2.2 These Terms supersede all previous agreements between the parties in relation to the Introduction of Candidates for Engagement by Client.
- 2.3 These Terms prevail over any other terms of business or purchase conditions put forward by Client except where expressly agreed otherwise by Thatcher Associates.
- 2.4 Client authorises Thatcher Associates to act on its behalf in seeking a person to meet Client’s requirements and, if Client so requests, shall advertise for such a person through such methods as are agreed with Client and at Client’s expense.
- 2.5 For the purposes of these Terms, Thatcher Associates acts as an employment agency as defined within the Conduct Regulations.

3. Obligations of Thatcher Associates

- 3.1 Thatcher Associates shall use reasonable endeavours to introduce at least one suitable person to meet the requirements of Client for each Vacancy. Thatcher Associates cannot guarantee to find a suitable person for each Vacancy. Without prejudice to clause 3.2 below, Thatcher Associates shall use reasonable endeavours to ascertain that the information provided by Thatcher Associates to Client in respect of the Candidate is accurate.
- 3.2 Thatcher Associates accepts no responsibility in respect of matters outside its knowledge and Client must satisfy itself as to the suitability of the Candidate.

4. Client Obligations

- 4.1 Client shall satisfy itself as to the suitability of the Candidate. 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, for criminal records and/or background checks and for satisfying other requirements, qualifications or permission required by the law and regulations of the country in which the Candidate is engaged to work.
- 4.2 To enable Thatcher Associates to comply with its obligations under clause 3, Client undertakes to provide to Thatcher Associates details of the position which 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 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 Client and what steps Client has taken to prevent or control such risks.
- 4.3 Client agrees that it shall inform Thatcher Associates of any information it has that suggests it would be detrimental to the interests of either Client or the Candidate for the Candidate to work in the position which Client seeks to fill.



- 4.4 Client agrees to provide written notice to Thatcher Associates within 3 working days where it receives details of a Candidate from Thatcher Associates which it has already received from (a) another company; or (b) a person; or (c) the Candidate; or (d) any other source including (without limitation) from social media, job boards or advertisements placed by Client. Client further agrees that if no such notice is given by Client to Thatcher Associates then in the event of an Engagement of the Candidate by Client, howsoever arising, Client agrees to pay Thatcher Associates a fee in accordance with clauses 5.2 and 5.3.
- 4.5 Where Client notifies Thatcher Associates in accordance with clause 4.4 above and whereupon Client provides evidence to Thatcher Associates that such receipt of details by Client is in direct relation to the Vacancy, Client will not be liable to pay Thatcher Associates a fee for that Candidate in respect of the Vacancy. Client acknowledges and agrees that where Client is unable to evidence such or freely admits their possession of the Candidate's details was not in relation to the Vacancy, Client agrees to pay Thatcher Associates' fee in accordance with clauses 5.2 and 5.3.
- 4.6 Client agrees to -
- 1) notify Thatcher Associates as soon as possible (and in any event, no later than 7 days from the date of offer or from the date the Engagement takes effect whichever is earlier) of any offer of an Engagement which it makes to the Candidate; and
 - 2) notify Thatcher Associates immediately when its offer of an Engagement to the Candidate has been accepted and to provide details of the Candidate's Compensation to Thatcher Associates; and
 - 3) pay Thatcher Associates' fee within the period set out under clause 6.3.
- 4.7 Client shall not, and shall not seek to cause Thatcher Associates to, unlawfully discriminate in relation to the services provided by Thatcher Associates to Client in connection with these Terms and shall disclose any and all information requested by Thatcher Associates in the event a Candidate makes a complaint to Thatcher Associates.
- 4.8 Client warrants that it shall not, and shall procure that its employees and agents shall not, pass any information concerning a Candidate to any Third Party. Client acknowledges that Introductions of Candidates are confidential and that failure to comply with this clause 4.8 may cause Thatcher Associates to breach the Conduct Regulations and/or the Data Protection Legislation and accordingly, Client agrees to indemnify Thatcher Associates from any and all liability in connection with Client's breach of this clause 4.8. Client also acknowledges that it will be liable for a fee for any Third Party Introductions (as defined and set out in clause 5.1).

5. Charges / Fees

- 5.1 Where Client discloses to a Third Party any details regarding a Candidate ("**Third Party Introduction**") and that Third Party subsequently offers to Engage or Engages the Candidate within 12 months from the date of the Third Party Introduction, Client agrees to pay Thatcher Associates' fee calculated as set out in clause 5.3. Neither Client nor Third Party is entitled to any prompt payment discount or Replacement Candidate in relation to fees paid for Third Party Introductions.
- 5.2 Client agrees to pay Thatcher Associates a fee calculated in accordance with clause 5.3 where it Engages, whether directly or indirectly, any Candidate within 12 months from the date of Thatcher Associates' Introduction (the "**Introduction Fee**").
- 5.3 Subject always to a minimum fee of £5000 (Pounds Sterling) the Introduction Fee will be calculated as a percentage of the Candidate's Compensation applicable during the first 12 months of the Engagement (as set out in the table below). Thatcher Associates will charge VAT on the Introduction Fee where applicable.

Candidate's Compensation

£0 to £29,999
£30,000 to £59,999
£60,000 and above

Percentage payable as the Introduction Fee

20%
22.5%
25%



- 5.4 Where the amount of the actual Compensation is not known or disclosed, Thatcher Associates will charge an Introduction Fee calculated in accordance with clause 5.3 on the maximum level of Compensation applicable –
- 1) for the Vacancy; or
 - 2) for the type of position the Candidate had been originally submitted by Thatcher Associates to Client for; or
 - 3) for a comparable position in the general marketplace.
- 5.5 Where the Engagement is for a fixed term of less than 12 months, the Introduction Fee in clauses 5.1 and 5.3 will apply pro-rata subject always to a minimum fee of £5000. Where the Engagement is extended beyond the initial fixed term or where Client or a Third Party re-Engages the Candidate within 6 months from the date of planned or actual termination (as applicable) of the first Engagement, Client shall pay a further fee based on the Compensation applicable for the period of Engagement following the initial fixed term period up to the termination of the second Engagement calculated in accordance with clause 5.3. Each extension shall be subject to the minimum fee of £5000 [subject to Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 5.3 had the Candidate first been Engaged for 12 months or more].
- 5.6 Where Client [or Third Party] withdraws an offer of an Engagement made to the Candidate, Client agrees to pay Thatcher Associates of whichever is the greater of (a) £5000 or (b) a fee of 5% of the Compensation which would have been payable to the Candidate for the services provided by Thatcher Associates prior to Client's withdrawal. In addition, Client agrees to indemnify and hold harmless Thatcher Associates from any all liability in connection with Client's withdrawal of such an offer.
- 5.7 Client will pay any charges incurred by Thatcher Associates at Client's written request in respect of advertising or any other matters. Such charges will be in addition to the fee and Client will pay them whether Client Engages the Candidate or not.
- 5.8 Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to Thatcher Associates under or in connection with these Terms.

6. Invoices

- 6.1 Thatcher Associates will send an invoice to Client for its fees when the Candidate (a) accepts Client's offer of Engagement, (b) starts work with Client, whichever is the earlier, or (c) accepts a Third Party's offer of Engagement or (d) starts work with a Third Party following a Third Party Introduction.
- 6.2 The invoice amount will be stated in £GBP pounds sterling or \$USD equivalent. Thatcher Associates will calculate the exchange rate on the date of the invoice using the website <https://www.bankofengland.co.uk/statistics/exchange-rates> . Client must pay the invoice in pounds sterling or \$USD and will be liable for all exchange rate and bank transfer costs.
- 6.3 Client agrees to pay the amount due within 30 days of the date of the invoice.
- 6.4 All invoices will be deemed to be accepted in full by Client in accordance with the payment terms stated within clause 6.3 unless Client notifies Thatcher Associates, in writing within 5 days of the date of the invoice, stating the amount Client disputes and the reason Client disputes that amount. If Client does so notify Thatcher Associates that it wishes to dispute part of an invoice, Client agrees to pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with Thatcher Associates in order to resolve the dispute as quickly as possible.

Prompt payment discounts

- 6.5 Client may, at Thatcher Associates' discretion, be entitled to a prompt payment discount of on the introduction fee (a "**Discounted Fee**") subject to the following conditions:
- 1) Client has complied with clause 4.6 (in relation to notifying Thatcher Associates about the Engagement);
 - 2) Client and Thatcher Associates agree in writing when Client first instructs Thatcher Associates, that a Discounted Fee may apply and the level of the discount;



- 3) Client does not dispute the invoice;
- 4) Client pays the Discounted Fee within 30 days of the date of the invoice;
- 5) Thatcher Associates has not previously issued proceedings against Client for late payment of any invoice;
- 6) For the avoidance of doubt, the early payment discount does not apply to (a) charges incurred by Thatcher Associates on Client's behalf or (b) fees payable under clause 5 in relation to introductions to Third Party introduction.

6.6 If Client does not pay the Discounted Fee within 30 days of the date of the invoice, Thatcher Associates will issue a further invoice for the difference between the Introduction Fee and the Discounted Fee.

6.7 Thatcher Associates reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (as may be calculated using the calculator on the website: www.payontime.co.uk) from the due date until the date payment is received in cleared funds and reserves the right to charge compensation and further recovery costs in accordance with the Late Payment of Commercial Debts Regulations 2013.

7. Replacements

7.1 Client is not entitled to any rebate on the Introduction Fee or any other charges paid.

7.2 Where the Candidate's employment is terminated by Client or by the Candidate within 4 calendar months of the Candidate's start date, Client will be entitled to a free suitable replacement.

7.3 The following conditions must be met in order for Client to qualify for a free replacement:

- 1) Client must notify Thatcher Associates that the Candidate's employment has ended within 7 days of the employment ending or within 7 days of notice being given to end the employment (whichever is earlier) together with a reason for the premature end of the Engagement. For the purposes of this clause 7, the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later;
- 2) Thatcher Associates' invoice for the fee must have been paid within the payment terms in accordance with clause 6.3;
- 3) the Candidate's employment is not terminated by reason of redundancy or re-organisation or change in strategy of Client;
- 4) the Candidate's employment is not terminated by reason of poor performance prior to the completion of any induction or training period;
- 5) if the Candidate's employment is terminated by reason of misconduct, a free replacement is only due where such misconduct was reasonably foreseeable by Thatcher Associates;
- 6) the Candidate did not leave the employment because he/she reasonably believed that the nature of the actual work was substantially different from the information Client provided prior to the Candidate's acceptance of the employment;
- 7) the Candidate did not leave the employment as a result of discrimination or other acts against the Candidate;
- 8) the Candidate was not at any time in the 12 months prior to the start of the employment employed or hired (whether on a permanent or contract basis, directly or indirectly) by Client.

7.4 Thatcher Associates will determine in its sole discretion whether a Replacement Candidate is suitable. Client shall not be entitled to a rebate if the Replacement Candidate's Engagement is subsequently terminated for whatever reason.

7.5 Where Client re-engages the original Candidate on an employment, worker or indirect (via a Third Party) basis, Client agrees that it will immediately pay to Thatcher Associates a further Introduction Fee calculated as set out in clause 5.3. In these circumstances Client will not be entitled to a prompt payment discount.



8. Liability and Indemnity

- 8.1 Thatcher Associates shall use reasonable endeavours to ensure Candidate has the required standard of skill, experience and necessary qualifications as stated in the Vacancy; nevertheless, Thatcher Associates is not liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of Thatcher Associates or of Candidate to evidence such to Client nor for any negligence whether willful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill, experience or qualifications of Candidate.
- 8.2 Thatcher Associates is not liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of Thatcher Associates' performance or failure to perform any of its obligations in these Terms.
- 8.3 Notwithstanding clause 8.2 above, nothing in these Terms will be deemed to exclude or restrict any liability of Thatcher Associates to Client for personal injury, death or fraud directly caused by Thatcher Associates.
- 8.4 Thatcher Associates shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control.
- 8.5 Client will indemnify and keep indemnified Thatcher Associates against any costs (including legal costs), claims or liabilities incurred directly or indirectly by Thatcher Associates arising out of or in connection with these Terms including (without limitation) as a result of -
- 1) any breach of these Terms by Client or by its employees or agents;
 - 2) any breach by Client or by 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, the Conduct Regulations and Data Protection Legislation); or
 - 3) any unauthorised disclosure of a Candidate details by Client or by Third Party, or any of its employees or agents. Save as required by law, the sole aggregate liability of Thatcher Associates arising out of or in connection with these Terms is limited to £5,000.

9. Termination

- 9.1 These Terms may be terminated by either party by giving to the other immediate notice in the event that either Thatcher Associates or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where Thatcher Associates has reasonable grounds to believe Client will not pay Thatcher Associates' invoice within the payment terms agreed within clause 6.2.
- 9.2 Termination is subject always to Client being liable to pay all fees and charges incurred up to and including expiry of the termination period.
- 9.3 Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 4.8, 5, 6, 7, 8, 11, 12, 13, 14, 15 and 16 will remain in force beyond the cessation or other termination (howsoever arising) of these Terms.

10. Equal Opportunities

- 10.1 Thatcher Associates is committed to equal opportunities and expects Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.

11. Confidentiality

- 11.1 All information contained within these Terms will remain confidential and Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.
- 11.2 Client shall not without the prior written consent of Thatcher Associates provide any information in respect of a Candidate to any Third Party whether for employment purposes or otherwise.



12. Data Protection

- 12.1 For the purposes of this clause 12 "Data Subject" means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate.
- 12.2 The parties warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Thatcher Associates or by Candidate, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.
- 12.3 The parties will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.
- 12.4 If Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Thatcher Associates and will provide Thatcher Associates with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Thatcher Associates reasonably requests relating to the Personal Data Breach.
- 12.5 If there is a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Thatcher Associates may request to -
- 1) investigate and defend any claim or regulatory investigation;
 - 2) mitigate, remedy and/or rectify such breach; and
 - 3) prevent future breaches.
- and will provide Thatcher Associates with details in writing of all such steps taken.
- 12.6 Client agrees it will only Process Personal Data of Candidate for the agreed purpose that is introduction for a Vacancy pursuant to these Terms.
- 12.7 Client will provide evidence of compliance with this clause 12 upon request from Thatcher Associates.
- 12.8 Client will indemnify and keep indemnified Thatcher Associates against any costs, claims or liabilities incurred directly or indirectly by Thatcher Associates arising out of or in connection with any failure to comply with this clause 12.

13. General

- 13.1 Any failure by the Thatcher Associates to enforce at any particular time any one or more of these Terms will not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 13.2 Headings contained in these Terms are for reference purposes only and will not affect the intended meanings of the clauses to which they relate.
- 13.3 No provision of these Terms will be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.
- 13.4 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms will remain in full force and effect to the extent permitted by law.
- 13.5 Any reference to legislation, statute, act or regulation will include any revisions, re-enactments or amendments that may be made from time to time.

14. Notices

- 14.1 Any notice required to be given under these Terms (including the delivery of any information or invoice) will be delivered by hand, sent by- email or prepaid first class post to the recipient to a designated email or at its address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).
- 14.2 Notices will be deemed to have been given and served-
- 1) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of



- delivery; or
- 2) if sent by e-mail, at the time the email is sent if it is sent before 5pm on a business day or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the or e-mail message was received in an incomplete or illegible form; or
 - 3) if sent by prepaid first class post, 48 hours from the time of posting.

15. Variation

- 15.1 No variation or alteration of these Terms will be valid unless approved in writing by Client and Thatcher Associates.

16. Applicable Law

- 16.1 The parties agree that these Terms will be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.