

# STANDARD TERMS OF AGENCY FOR RECRUITERS

This Agreement for the introduction of permanent or fixed term contract staff is made on the following date:

[.....]

**Between**

[Channel or .....]

hereinafter referred to as "the Company"

**And**

[.....]

hereinafter referred to as "the Agency"

**And**

hereinafter referred to collectively as the "Parties"

**Recitals**

*Whereas*

the Company carries out business in fire detection and suppression in the construction industry, and from time to time has requirements in relation to the sourcing and employment of personnel

*And*

the Agency carries on business as a recruitment, personnel resourcing and or a head-hunting entity, presenting potential personnel for clients (including the Company) from time to time

*Then*

**Articles**

**A.** The Company and the Agency have agreed to enter into contract on the basis of this Agreement which comprises the Recitals, the Articles, the Terms and Conditions, Schedule One Basis of Agreement and Payment and other relevant Appendices (if applicable).

**B.** The Company shall utilise the terms of this Agreement as the basis on which it employs the Agency as its non-exclusive agent for the sourcing of potential personnel, and the Agency accepts the employment on those terms.

**C.** The Company shall be free to appoint any other person as its agent for the sourcing of potential personnel and the Agency shall not be entitled to any payment in respect of potential employees sourced by alternative channels or by the Company directly.

**D.** The Agency shall put forward potential personnel as set out in the terms.

**E.** The Company and the Agency agree to make payment to each other as stipulated in Schedule One 'Basis of Payment'.

**F.** The Company and the Agency shall, at all times, act in the upmost good faith in the dealings between each other, under this Agreement.

**G.** Subject to variation by the Company the conditions of this Agreement form part of the Agreement to the exclusion of all other terms and conditions, including all conditions the Agency purports to have applied under any other document.

**Terms and Conditions**

**1 Governance**

**1.1** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**1.2** If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable such provisions remaining terms shall continue to be valid to the fullest extent permitted by applicable laws.

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

**1.4** The headings contained in this Agreement are for convenience only and do not affect their interpretation.

**1.5** All notices required to be given in accordance with this Agreement shall be given in writing and delivered to the registered office of the party upon whom the notice is to be served, or such other address notified in writing by either of the parties to the other. Any such notice may be delivered:

- (a) by hand (deemed served when delivered)
- (b) by first class prepaid post (deemed served 48 hours following posting)
- (c) by email (deemed served when issued) to Bonafide and relevant contacts of both parties

**1.6** Notwithstanding clause 3.7, Save as set out at Law neither party shall be liable to the other for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by either party in connection with this Agreement and in respect of all claims (connected or unconnected) arising, the parties total liability to each other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited (Save as set out at Law) to the total amount of the fees paid by the Company to the Agency within the calendar year from which the loss was incurred.

**1.7** This Agreement contains the entire agreement between the parties unless otherwise amended in writing by the Parties and any amendments shall be set out in Schedule 2 of this agreement.

**1.7.1** Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Agreement.

**1.7.2** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**1.7.3** A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent right or remedy]. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

**1.8** In the Agreement, the following definitions apply:

**1.8.1** "Candidate" means the person Introduced by the Agency to the Company for an Engagement.

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**1.8.2** "Engagement" means the engagement, employment or use of the Candidate by the Company on a Permanent or Specified Term basis, whether under a contract of employment or other 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;

**1.8.3** "Introduction" means the passing to the Company of a curriculum vitae or information which identifies the Candidate for the specific role that the Company has engaged the Agency to fulfil.

**1.8.4** "Remuneration" includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Company

**1.8.5** "Specified Term" means the period of the Engagement set out by the Company in accordance with clause 3.1.6; and

**1.8.6** "Permanent" means the Engagement of the Candidate for a period with no specified term.

**1.8.7** "Business Day" means any day other than a Saturday, Sunday or public holiday in England and Wales.

**1.8.8** "Effective Date" means the date at which this Agreement takes effect as set out in the Agreement details.

**1.8.9** "Dispute" any dispute, controversy, or claim arising out of or relating to this Agreement, or arising out of the breach, termination or invalidity of this Agreement

**1.9** If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1.8, a term contained in clause higher in the list shall have priority over one contained in a clause lower in the list.

## **2 Obligations of the Agency**

**2.1** The Agency shall serve the Company faithfully and diligently and shall not allow its interests to conflict with its duties under this Agreement. The Agent shall use best endeavours to source appropriate potential personnel and shall comply with all the reasonable and lawful instructions of the Company in the interest of sourcing personnel.

**2.2** The Agency shall use its skill and experience to ensure the suitability of Candidates introduced to the Company to work in the position which the Company seeks to fill by taking reasonably practicable steps to:

**2.2.1** Ensure that it would not be detrimental to the interests of either the Company or the Candidate.

**2.2.2** Ensure that both the Company and Candidate are aware of any requirements imposed by law or by any professional body.

**2.2.3** Ensure and verify that the Candidate has the required professional and/or educational qualifications necessary to perform the role the Company seeks to fill.

**2.2.4** The Agency shall comply with the Equality Act 2010 and not discriminate based on any protected characteristic. The Agency will use inclusive recruitment practices, provide reasonable adjustments for disabled candidates, seek diverse candidate pools, and provide quarterly diversity reporting (subject to GDPR). All Agency recruitment staff shall be trained on unconscious bias and equality law. Both parties commit to reviewing and improving diversity outcomes annually.

**2.2.5** Confirm that the Candidate is willing to work in the position and has the right to legally work in the UK, in

accordance with the Immigration, Asylum and Nationality Act 2006, the Immigration Act 2014, the Immigration Act 2016 alongside the current codes of practise and guidance published by 'United Kingdom Visas and Immigration' on illegal working and right to work checks and the UK Home Office 'Code of practise on illegal working: Right to Work Scheme for employers' in that the agency shall:

**2.2.5.1** Obtain the Candidates original documents as prescribed in the Home Office guidance, or in the alternative copies of those documents. The agency should be satisfied the documents relate to the correct individual and are original and unaltered.

**2.2.5.2** Check that the Candidate has the right to work by performing a manual document check or an online right to work check.

**2.2.5.3** Copy the documents that have been checked and record the date of the check and retain copies of the documents to be supplied to Company by the Agency.

**2.3** When the Agency Introduces a Candidate to the Company the Agency shall give notice to the Company that the Agency have obtained confirmation of the matters set out in clause 2.1.

**2.4** The Agency undertakes that the applications submitted by candidates for the position tendered by the Company, are reviewed manually and not through the use of automated systems or large language models in so much as it is able in order to ensure that the full of breadth of available candidates is considered.

**2.5** The Agency shall not make unauthorised representations or make alterations to the terms of prospective employment that have been dictated by the company to the candidate.

**2.6** The Company shall pay the Agency any amounts due in accordance with Schedule One Basis of Payment.

**2.7** The Agency has no authority to incur liabilities, nor should it act in a way to incur liabilities or pledge the credit of the company without express written agreement of the Company.

## **3. Obligations of the Company**

**3.1** To enable the Agency to comply with its obligations under 2.1 above, the Company undertakes to provide to the Agency details of the position which the Company seeks to fill, including the following:

**3.1.1** the type of work that the Candidate would be required to do.

**3.1.2** the location and hours of work.

**3.1.3** the experience, training, qualifications and any authorisation which the Company considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position.

**3.1.4** any risks to health or safety known to the Company and what steps the Company has taken to prevent or control such risks.

**3.1.5** the date the Company requires the Candidate to commence the Engagement.

**3.1.6** the duration or likely duration of the Engagement if the Engagement is for a Specified Term rather than a Permanent position.

**3.1.7** the maximum rate of Remuneration, expenses and any other benefits that would be offered.

**3.1.8** the intervals of payment of Remuneration; and

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**3.1.9** the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Company.

**3.2** Where the Agency has put forward a Candidate, the Company shall:

**3.2.1** satisfy itself to the best of their ability based on the information made available by the Agency, as to the suitability of the Candidate for the position it is seeking to fill.

**3.2.2** notify the Agency in reasonable time of the terms of any offer of an Engagement which it makes to the Candidate from the point at which those terms are served to the Candidate.

**3.2.3** notify the Agency in reasonable time from the point of acceptance that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency.

**3.2.4** take up any references provided by the Candidate before completing the Engagement of the Candidate.

**3.2.5** check the Candidate's right to work and obtain permission to work as may be required by the law of the country in which the Candidate is Engaged to work in accordance with the internal policies of the Company and in accordance with the statutory obligations and regulatory guidance that the company seeks to uphold.

**3.2.6** arrange such vetting of the Candidate's medical history as is appropriate; and

**3.2.7** satisfy itself that any medical, qualification, permission or other requirement required for the Candidate to work in the Engagement has been met.

**3.3** All information relating to a Candidate is confidential, subject to UK GDPR and the Data Protection Act 2018 and provided solely for the purpose of providing work finding services to the Company. The Company undertakes to abide by the provisions of the Data Protection Act and the UK GDPR in receiving and processing the data at all times.

**3.4** The Company shall pay to the Agency any undisputed amounts due in accordance with Schedule One Basis of Agreement - Payment.

**3.5** If a Candidate elects to engage directly with the Company for a different role (than the original role) within the Company, the Company shall have no liability whatsoever to the Agency.

**3.6** The Agency shall be subject to the following restrictions with the Company under this agreement:

**3.6.1** The Agency agrees to non-solicitation of any of the candidates introduced by the Agency to the Company beginning from the acceptance of terms of employment by the Candidate from the Company or any of the Company's existing employees for a period of 24 months beginning from the conclusion of the encompassing contractual relationship between the Agency and the Company.

**3.7** If it is found that the Agency is in breach of clause 3.6 by soliciting any of the Company's employees, including any candidates that the Agency introduced to the Company, the Company (in its absolute discretion) may seek injunctive relief and or other remedies and claim against the Agency for any financial and or punitive losses.

**3.8** In addition to the Introduction fee the Company undertakes to pay where appropriate any or all of the following "Recoverable Expenses"

such as advertising, Candidates travel expenses, medical examinations, visa processing, document courier services etc, under the proviso that those expenses are accrued and approved with the written confirmation of the Company. In the event that expenses are accrued without the written confirmation than the Company shall be under no obligation for the repayment of those accrued expenses.

## **4. Duration and Termination**

**4.1** Initial term and termination on notice. This Agreement commences on the Effective Date and continues, unless terminated earlier in accordance with 4.2 or 4.3, until either party gives the other party written notice to terminate in accordance with 4.2, such notice expiring no earlier than the expiry date of the Initial Term.

**4.2** Notice period. For the purposes of 4.1 the notice period shall be not less than 1 month, Notice may be given on any business day of a calendar month and end on any standard day of a calendar month.

**4.3** The company may at any time terminate this Agreement with immediate effect by the service of written notice if the Agency commits a material breach of this Agreement, the Agency enters into liquidation, bankruptcy or administration, the agency suspends, ceases or threatens to suspend or cease the carrying on of business, the Agency's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

**4.4** The Company reserves the right to terminate this Agreement at its convenience upon the service of 1 months' notice.

**4.5** Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

**4.6** On termination of this contract the Agency will cease the carrying out of services that this Agreement contracts it to provide with immediate effect.

## **5. Disputes**

**5.1** The parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or arising out of the breach, termination or invalidity of the Agreement under the provisions below. The procedures set forth in below shall be the exclusive mechanism for resolving any dispute that may arise from time to time.

**5.2** A party shall send written notice to the other party of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including not fewer than 3 negotiation sessions attended by appropriate senior members of the parties. In the event that such Dispute is not resolved on an informal basis within 2 months after one party delivers the Dispute Notice to the other party, whether the negotiation sessions take place or not, either party may, by written notice to the other party refer such Dispute to the executives of each party or to such other person of equivalent or superior position designated by such party in a written notice to the other party. If the parties are unable to resolve the dispute at this stage after the period of 2 months the parties may initiate mediation (the Escalation to Mediation Date).

**5.3.1** Subject to 4.2, the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in

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the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

**5.3.2** The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

**5.3.3** Litigation or Arbitration as a Final Resort. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within 3 months after the Escalation to Mediation Date, either party may file suit in a court of in accordance with the provisions of Paragraph 1.1

### **6. Indemnity**

**6.1** The Agency shall indemnify the Company against:

**6.1.1** Any liabilities imposed on the Company as a result of the Agency breaching any law from time to time in the carrying out of its obligations under this agreement or in the carrying out of its business whilst contracted under this Agreement.

**6.1.2** Any liabilities incurred by the Agency on the Company's behalf which are not authorised under this Agreement.

**6.2** This clause shall survive the termination of this Agreement.

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## **Schedule One Basis of Agreement - Payment**

### **1. Basis of Introduction Fee**

1.1 Where the Company Engages a Candidate within the period of 6 calendar months from the date of an Introduction, the Company shall pay an Introduction Fee to the Agency of one of:

<b>A</b>	A fixed fee of:	£	
<b>B</b>	A percentage fee of:	15%	of the first 12 months of the Permanent Engagement annual remuneration.

1.2 In relation to an Engagement of Specified Term, where the Company extends the period of the Engagement beyond the Specified Term or re-Engages the Candidate within 3 calendar months from the date of termination of the Specified Term, the Company shall pay an increase in the Introduction Fee to the Agency of:

<b>A</b>	A percentage fee of:	X %	of the remuneration for the extended period of the Specified Term of the Engagement up to a maximum amount equal to 12 months of remuneration, including the Specified Term.
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### **2. Basis of Reimbursement (Rebate) of the Introduction Fee**

2.1 Where an offer has been made and accepted by a Candidate and the Engagement does not commence because the Candidate withdraws their acceptance, the whole of the Introduction Fee shall be refunded to the Company by the Agency.

2.2 Where the Engagement has commenced but is terminated by either the Candidate or the Company (except in circumstances where the Candidate is made redundant or laid off), the Agency shall refund an amount of the Introduction Fee dependent upon the period elapsed from commencement of the Engagement, as set out below:

Period Elapsed	Amount of Introduction Fee to be refunded
Up to 2 months	100%
Over 2 and up to 4 months	80%
Over 4 and up to 6 months	50%
Over 6 and up to 12 months	20%
Over 12 months	0%

The date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Company, but for any period of garden leave or payment in lieu of notice, whichever is the later.

### **3. Invoicing and Payment Period**

3.1 The Agency shall issue an invoice in relation to an Introduction Fee or an increase in an Introduction Fee, on or after the date of the commencement of the Engagement (or in the case of an extension to the Specified Term or re-Engagement on the date of commencement of the extension or re-Engagement).

3.2 The Company shall issue an invoice in relation to reimbursement of an Introduction Fee on or after the date of the termination of the Engagement.

3.3 The period for payment shall be 30 days from date of receipt of the relevant (undisputed) invoice.

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## **Schedule Two Basis of Agreement – Special Conditions & Appendices**

N/A or Insert relevant particulars

The following Special Conditions shall take precedence:-

### **Attestation**

Signed on behalf of the Company by a Statutory Director

Name	
Position	
Signature	

Signed on behalf of the Agency by a Statutory Director – In signing this agreement I confirm that I am able to sign on behalf of the Agency

Name	
Position	
Signature	