



# Bowden Jones Recruitment Ltd

## Terms and Conditions

### Permanent Workers

BOWDEN JONES RECRUITMENT LTD C/O Cadre Advisory Ltd, Unit B Off Edge, Station Approach,  
Penarth, Wales CF64 3EE

1. These Terms and Conditions are between Bowden Jones Recruitment Ltd (“the Agency”) and the Client as defined in Clause 2.

## 2. Definitions

In these Terms and Conditions the following expressions shall have the following meanings:

“**Applicant**” means a person registered with the Agency who may be suitable for a position with the Client or to whom the Client may wish to be introduced;

“**Associated Employer**” means a parent company or subsidiary or associated company of the Client;

“**Client**” means any person, firm or company to whom services are provided or to whom an Applicant is directly or indirectly introduced by the Agency;

“**Company**” means Bowden Jones Recruitment Ltd (Company No. 15809118);

“**Data Controller**” means -

“**data controller**” in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and

“**controller**” in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;

“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 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

“**Engagement**” means the employment or engagement under any agreement or arrangement for the provision of services of any Applicant introduced by the Agency (whether as an employee or as self-employed and whether or not the engagement relates to the same service for which the Applicant would be introduced);

“**Gross Salary**” means if the Applicant is engaged as an employee of the Client, the Applicant's gross annual remuneration package including guaranteed bonuses, excluding car allowance, unless agreed in writing otherwise.

“**Introduction**” means any introduction to the Client as defined in Clause 5;

“**Introduction Fee**” means the fee payable by the Client to the Agency upon the Engagement of an Applicant introduced by the Agency, being a percentage of the Applicant's Gross Salary in accordance with the Scale of Fees.

“**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 and Conditions, or which relates to any Applicant;

“**Process**” means as set out in and will be interpreted in accordance with Data Protection Legislation and “**Processed**” and “**Processing**” will be construed accordingly.

3. These Terms and Conditions apply to all services and introductions made by the Agency and are deemed to be accepted by the Client (together with the Scale of Fees then applicable) upon request by the Client for any such service or introduction. No variations to these Terms and Conditions shall be valid unless confirmed in writing by a Director of the Agency. No other terms and conditions whether expressed or implied form any part of the agreement between the parties.

4. The Client agrees with the Agency:

4.1 To notify the Agency in writing or verbally (and provide details of the position offered including the salary and the commencement date):

4.1.1 both when an offer of a position is made by the Client or an Associated Employer to the Applicant introduced by the Agency and when an offer is accepted; and

4.1.2 upon the engagement by the Client or an Associated Employer of the Applicant introduced by the Agency.

4.2 To pay the Agency the Introduction Fee and all other amounts payable to the Agency hereunder within 30 days of the date of commencement without deduction, counterclaim or set off.

5. An Introduction of an Applicant to a Client shall be deemed to have been affected when the Agency has confirmed an interview relating to the Applicant to the Client (orally or in writing).

6.1 An Applicant shall be deemed to have been introduced to the Client by the Agency for 6 months from the date of the initial interview. If an Applicant is subsequently engaged (on either a temporary, fixed term or permanent basis) by the Client within this 6-month period an Introduction Fee is payable.

6.2 If a Client employs a temporary freelance worker or Contractor of the Company on a temporary or permanent basis within 6 months of an assignment ceasing, whether this be directly or through a third party and where the Client has not informed the Company, then the Client shall be obliged to pay a one off fee equivalent to the hourly charge rate multiplied by 285 or 18% of the first year annual basic salary. The greater amount will be charged.

7. An Applicant's CV is provided in the strictest confidence to the Client only for its information and on the basis that the contents are not to be disclosed in any way to any person without the written consent of the Agency and, in particular, that the Client shall not approach the Applicant's current employer until the Client has made an acceptable written offer of engagement to the Applicant and such offer has been accepted.

8. This Agreement shall in all respects be construed and interpreted in accordance with English Law and the English Courts shall have non-exclusive jurisdiction.

9. Either party shall not be liable to the other for any delay in or failing to perform its obligations as a result of any cause beyond its reasonable control, including but not limited to any dispute, fire, flood, or act of God.

10. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the 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.

11. 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 the Applicant.

11.1 The parties hereto acknowledge that the Company is a Data Controller in respect of the Personal Data of the Applicant and provides such Personal Data to the Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms and Conditions.

11.2 The parties hereto acknowledge that the Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.

11.3 The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by the Client, the Company or by the Applicant, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

11.4 The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

11.5 The Client will -

- a) comply with the instruction of the Company as regards the transfer/sharing of data between the parties hereto. If the Client requires Personal Data not already in its control to be provided by the Company, the Client will set out their legal basis for the request of such data and accept that the Company may refuse to share/transfer such Personal Data where, in the reasonable opinion of the Company, it does not comply with its obligations in accordance with Data Protection Legislation;
- b) not cause the Company to breach any of their obligations under the Data Protection Legislation.

11.6 In the event the Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify the Company and will provide the Company 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 Company reasonably requests relating to the Personal Data Breach.

11.7 In the event of a Personal Data Breach, the Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Company may request to -

- a) investigate and defend any claim or regulatory investigation.
- b) mitigate, remedy and/or rectify such breach; and
- c) prevent future breaches.

and will provide the Company with details in writing of all such steps taken.

11.8 The Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Company.

11.9 The Client agrees it will only Process Personal Data of the Applicant for the agreed purpose that is introduction for a position pursuant to these Terms and Conditions.

11.10 The Client will provide evidence of compliance with clause 12 upon request from the Company.

11.11 The Client will indemnify and keep indemnified the Company against any costs, claims or liabilities incurred directly or indirectly by the Company arising out of or in connection with any failure to comply with clause 11.

**Fees**

The appropriate fee percentage will be calculated on the whole of the Applicant's Gross Salary as defined in the Company's Terms and Conditions of Business for the Supply of Permanent Workers ("the Conditions").

**For all Applicants the fee will be a % of their annual salary, which is TBC.**

**Introduction fee**

As mentioned above, Gross Salary has the meaning set out in the Conditions and in this respect includes, without limitation, all guaranteed bonuses, payable or receivable by the Applicant for services rendered to or on behalf of the Client.

**Discount period**

Where fees are discounted either on an ad hoc or annual or fixed arrangement, any Introduction Fee that is discounted must be paid within the standard terms as outlined in 4.2 (on or within 30 days of the applicant's commencement date). Failure to pay any discounted invoice in full on or within this discount period will result in the fee level reverting to the original non-discounted amount.

**Terms of Business agreed by:**

**Name**

**Company Name**

**Refund guarantee**

1. Should the Engagement (as defined by the Conditions) of any Applicant be terminated (whether by expiry of notice or otherwise) within 12 weeks of the date of commencement of the Engagement, the Company shall use reasonable endeavours to find a replacement at no extra cost to the Client provided that:

1.1 the termination is either as a consequence of:

1.1.1 the Applicant leaving of his or her own volition; or

1.1.2 a dismissal by the Client which is not by reason of redundancy and does not amount to a wrongful or unfair dismissal of the Applicant;

1.2 the Client notifies the Company in writing within 28 days of the resignation of the applicant or dismissal (as the case may be);

1.3 the Client or any Associated Employer (as defined in the Conditions) does not re-engage the Applicant within 12 months from the date of such termination;

2. In the event that the Company is unable to find a replacement for the Applicant within 4 weeks of the date of notification to the Company of the resignation or dismissal (as the case may be), the following proportion of the Introduction Fee only (no refunds of expenses shall be given whatsoever) paid by the Client will be refunded by the Company, hereinafter referred to as the "Refund Guarantee":-

**2.1 Rebate TBC**

3. For the purpose of the Refund Guarantee, it shall be the date that the Applicant actually leaves the Engagement of the Client that shall constitute the date of termination rather than the date upon which notice is served either by the Client or the Applicant. Value Added Tax – Where applicable VAT (at the prevailing rate) will be added to all introduction fees and any other charges or expenses. Full Terms – this Scale of Fees should be read in conjunction with the Conditions although in the event of a conflict between the two this Scale of Fees shall prevail.

**Signature**

**Date**