

## Terms of Business for Recruitment Agencies

---

### Definitions

1. In these Terms of Business:

- Agency means an entity that introduces candidates to Bristows for positions at Bristows.
- Bristows means Bristows Services Ltd.
- Contract means the contract between Bristows and the Agency for the introduction of a candidate to Bristows.
- Data Protection Legislation means the General Data Protection Regulation ((EU) 2016/679 re-enacted or extended from time to time, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data as amended, replaced.
- Candidate means any person Introduced to Bristows by the Agency.
- Engagement means employment of a Candidate by Bristows.
- Fee means the sum payable by Bristows to the Agency in respect of an Engagement, as set out in clause 3.
- Gross Salary means pre-tax salary excluding any sign-on payment, bonus, re-location allowance and the value of any non-monetary benefits.
- Introduction means where the Agency, further to an instruction on a specific vacancy from Bristows, provides a member of the Bristows HR Department with details of a person sufficient to identify that person and the role they are seeking and that person had not been introduced to Bristows in the previous six (6) months either by the individual themselves or via another agency or other third party. 'Introduced', 'Introducing', 'Introduces' and 'Introduce' shall be construed accordingly. For an Introduction to be valid, the candidate must, in the reasonable view of Bristows, sufficiently match the criteria set out in the vacancy brief or job description.
- Personnel means in respect of an organisation or other entity, its employees, officers, agents, consultants, contractors, representatives, and advisors.
- Recruit means a Candidate that is employed by Bristows.
- Salary means (i) in the case of permanent appointments, the Recruit's Gross Salary on their first day of employment and (ii) in the case of fixed term appointments of less than 12 months, the Gross Salary in respect of the original fixed term and (iii) in the case of fixed term appointments of 12 months or more, the Gross Salary in respect of the first 12 months of the Recruit's engagement.

### The Contract

2. All Introductions made by the Agency to Bristows shall be governed by these Terms of Business. Any Contract shall be exclusively on these Terms of Business and no terms put forward by the

Agency shall apply or form part of any Contract. There shall be no change or variation to these Terms of Business unless it is in writing and is signed by a duly authorised representative of Bristows.

3. The Agency shall be deemed to have irrevocably accepted these Terms of Business upon Introducing a Candidate to Bristows.

## Fees

4. If Bristows enters into an employment contract with a Candidate for a permanent position within six (6) months of the Introduction of that Candidate, Bristows shall pay the Agency a fee equal to 20% of the Recruit's Salary.
5. If Bristows enters into an employment contract with a Candidate for a fixed term position within six (6) months of the Introduction of that Candidate, Bristows shall pay the Agency a fee equal to 20% of the Recruit's Salary.
6. After a Candidate Introduced by the Agency has accepted an employment offer from Bristows, Bristows shall inform the Agency of the Candidate's Salary, the duration of the Candidate's engagement and the date on which the Candidate will start work for Bristows.
7. On or after the day that a Recruit starts work for Bristows, the Agency shall invoice Bristows for the Fee payable in respect of such Recruit in sterling together with any VAT payable thereon in a form suitable for VAT purposes.
8. Bristows shall pay any invoice received from the Agency in compliance with the provisions of clause 7 within 30 days of the date of the receipt of the Agency's invoice.

## Refunds

9. If a Recruit is engaged on a permanent basis and ceases to work for Bristows within 0 to 59 days inclusive of the date upon which the Recruit commenced employment with Bristows, the Agency shall refund Bristows 75% of the Fee paid by Bristows in respect of such Recruit.
10. If a Recruit is engaged on a permanent basis and ceases to work for Bristows within 60 to 119 days inclusive of the date upon which the Recruit commenced employment with Bristows, the Agency shall refund Bristows 50% of the Fee paid by Bristows in respect of such Recruit.
11. If a Recruit is engaged on a permanent basis and ceases to work for Bristows within 120 to 180 days inclusive of the date upon which the Recruit commenced employment with Bristows, the Agency shall refund Bristows 25% of the Fee paid by Bristows in respect of such Recruit.
12. If a Recruit is engaged on a fixed-term contract basis and ceases to work for Bristows within 0 to 20% inclusive of the total duration of the fixed term contract; the Agency shall refund Bristows 75% of the Fee paid by Bristows in respect of such Recruit.
13. If a Recruit is engaged on a fixed-term contract basis and ceases to work for Bristows within 21% to 40% inclusive of the total duration of the fixed term contract; the Agency shall refund Bristows 50% of the Fee paid by Bristows in respect of such Recruit.
14. If a Recruit is engaged on a fixed-term contract basis and ceases to work for Bristows within 41% to 50% inclusive of the total duration of the fixed term contract; the Agency shall refund Bristows 25% of the Fee paid by Bristows in respect of such Recruit.
15. No refund otherwise payable pursuant to clauses 9 to 14 shall be payable if the termination is due to redundancy or restructure.

16. If a refund becomes payable pursuant to clauses 9 to 14, Bristows shall inform the Agency and shall invoice the Agency for the refund, in sterling together with any VAT payable thereon in a form suitable for VAT purposes.
17. The Agency shall pay any invoice received from Bristows in compliance with the provisions of clause 16 within 30 days of the date of the receipt of the Bristow's invoice.

### Information and Suitability

18. The Agency shall not introduce Candidates to Bristows if the introduction would be detrimental to the interests of Bristows.
19. When making an introduction, the Agency shall ensure that:
  - 19.1. the Candidate has consented to their CV and details being provided to Bristows;
  - 19.2. the Candidate has confirmed to the Agency in writing that the CV sent to Bristows is true, accurate and not misleading; and
  - 19.3. the Candidate has the right to work in the UK or if they do not, the Agency shall inform Bristows that permission to work in the UK is required.
20. After Bristows has received the CV of a Candidate from the Agency, Bristows shall inform the Agency if the Candidate has already been introduced to Bristows within the previous six (6) months.
21. The Agency will ensure that all correspondence relating to an introduction and potential hire of a Candidate is with Bristows HR Department. If Partners or other members of Bristows staff are sent details of potential Candidates without the correspondence being copied to HR, this will not constitute an introduction.

### Confidentiality

22. Subject to clauses 23 and 24 neither party shall at any time disclose to any third party any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.
23. Each party may disclose the other party's confidential information:
  - 23.1. to its Personnel who need to know such information for the purposes of carrying out the party's obligations under this Contract and/or assessing the suitability of a Candidate for a position at Bristows. Each party shall ensure that its Personnel to whom it discloses the other party's confidential information comply with this clause 6; and
  - 23.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
24. Bristows shall be free to disclose Candidates' CVs and details to members of Bristows LLP.
25. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract, assessing the suitability of a Candidate for a position at Bristows and/or for the purpose of taking up references.
26. The Agency shall not disclose to any third party any information that links an identifiable Recruit to a particular salary.

### Data Protection

27. Each party shall comply with its obligations under Data Protection Legislation.

28. If any data or information belonging to either party is personal data within the meaning of the Data Protection Legislation, to the extent that one party is processing that data as a data processor (the “Processor”) on behalf of the other party (the “Controller”), and the Processor shall:
- 28.1. only process such personal data in accordance with the Controller’s documented instructions, including with regard to transfers, unless required to do otherwise by applicable law, in which event, the Processor shall inform the Controller of the legal requirement before processing such personal data other than in accordance with the Controller’s instructions, unless that same law prohibits the Processor from doing so on important grounds of public interest;
  - 28.2. ensure that those of the Processor’s personnel authorised to process such personal data are bound by appropriate obligations of confidentiality;
  - 28.3. implement appropriate technical and organisational measures to protect any such personal data against unauthorised and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration.
  - 28.4. provide reasonable cooperation and assistance to the Controller as it may require at the Controller’s cost to allow the Controller to comply with its obligations as a data controller, including in relation to data security; data breach notification; data protection impact assessments; prior consultation with supervisory authorities; the fulfilment of data subject’s rights; and any enquiry, notice or investigation by a supervisory authority;
  - 28.5. at the Controller’s choice, delete or return all Documents to the Controller after the end of the performance of the Processor’s obligations relating to processing, and delete or destroy existing copies unless Data Protection Laws or other relevant legal obligations require storage of the Documents;
  - 28.6. not appoint any third party to process such personal data on its behalf (“Sub-processor”) without the Controller’s prior written consent. If the Processor appoints a Sub-processor, it will impose legally binding contract terms on the Sub-processor which are equivalent to the provisions of this paragraph 27;
  - 28.7. remain liable to the Controller for a breach of the terms of paragraph 27 by any Sub-processor.
  - 28.8. notify the Controller without undue delay of becoming aware of any actual personal data breach, and provide a reasonably detailed description of the breach, the type of personal data that was the subject of the breach and (to the extent known) the identity of each affected person(s), as soon as such information can be collected or otherwise becomes available, as well as all other information and co-operation which may reasonably request relating to the breach;
  - 28.9. On request, provide the Controller with information necessary to demonstrate compliance with its obligations in this paragraph 27 and allow for and contribute to audits, including physical inspections, conducted by the Controller or the Controller’s representatives bound by appropriate obligations of confidentiality.
29. The Agency warrants that:
- 29.1. it has given any notice and obtained any consent required by Data Protection Legislation from Candidates to collect and share Candidates’ personal data with Bristows for its reasonable commercial purposes, including the evaluation and recruitment of personnel.

### **Compliance with Corporate and Social Responsibility Laws**

30. In relation to Introductions the Agency makes to Bristows, the Agency shall, and shall procure that its affiliates and contractors shall comply with applicable laws by which it is bound, that concern bribery, slavery, and discrimination. These laws include, without limitation, the Bribery Act 2010, the Modern Slavery Act 2015, and the Equality Act 2010.

31. The Agency shall inform Bristows promptly if it becomes aware, or has reason to believe that it is in material breach of clause 30 and shall:-
  - 31.1. provide relevant information relating to such breach as Bristows reasonably requests; and
  - 31.2. co-operate with Bristows and any relevant public authorities in relation thereto.

## General

32. Bristows shall not be under any obligation to pay any sums to the Agency except for those payments expressly set out in these Terms of Business.
33. The parties shall act in good faith in their dealings with each other.
34. In these Terms of Business:-
  - 34.1. any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding these terms; and
  - 34.2. the headings are for convenience only and shall not affect the interpretation of these Terms of Business.
35. Any Contract incorporating these Terms of Business shall constitute the entire agreement and understanding of the parties and shall supersede any prior agreement or understanding between the parties.
36. Neither party shall, without the prior written consent of the other party, assign, sub-contract or otherwise deal with any Contract or any rights and obligations under any Contract.
37. Nothing in any Contract shall create or imply an agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.
38. No change shall be made to any Contract except in writing signed by the duly authorised representatives of both parties.
39. All Contracts shall be governed by English Law, including as regards their formation, validity, construction, performance and any non-contractual causes of action arising out of or in connection with such Contracts. The parties submit irrevocably to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of or in connection with any Contract.