



Statement of Terms for Permanent Recruitment

INTRODUCTORY FEES	Up to £24,999 20% + VAT £25,000 - £59,999 25% + VAT Over £60,000 30% + VAT
REBATE PERIOD	If the Candidate leaves the Client's employment: <ul style="list-style-type: none">• Within 1 week, 100% of the Introduction Fee to be refunded by Heat• Between 2 and 5 weeks, 50% of the Introduction Fee to be refunded by Heat• Between 6 and 8 weeks, 25% of the Introduction Fee to be refunded by Heat
PAYMENT TERMS	The payment of the Introduction Fee will be made by the Client to Heat within: 14 days of the date of Heat's invoice

**Permanent Database and Contingency/Selection Assignments
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1 Acceptance of terms and conditions

- 1.1 The Client will be deemed to have accepted and agreed to these Terms and Conditions (which will prevail over any other terms and conditions put forward by the Client), when any of the following events occurs:
- 1.1.1 the Client signs the Terms and Conditions;
 - 1.1.2 the Client requests Heat to Introduce a Candidate for any position; or
 - 1.1.3 the Client, or a third party acting on the Client's behalf, interviews a Candidate; or
 - 1.1.4 the Client Engages a Candidate in any capacity; or
 - 1.1.5 a Candidate begins work for the Client in any capacity; or
 - 1.1.6 Heat provides any of the Recruitment Services to the Client.

2 Definitions

In these Terms and Conditions, the following words will have the following meanings:

"Affiliate"	in relation to a Party, any person that Controls, is Controlled by, or is under common Control with that Party;
"Agreement"	the Agreement containing these Terms and Conditions;
"Candidate"	a person Introduced by Heat to the Client to be considered for an Engagement;
"Claims"	the meaning given in clause 8.6;
"Client"	any person, firm or company who approaches Heat with a view to Engaging or otherwise employing a Candidate, or any person, firm or company to whom a Candidate is Introduced by Heat;
"Control"	in relation to a Party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be;
"Engage(s) (or Engagement or Engaged)"	the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client, and "Re-engages" is to be interpreted accordingly;
"Heat"	the party who provides the Recruitment Services to the Client being either Heat Recruitment Ltd, a company registered in England and Wales under company registration number 05615548, and whose registered office is at One Castlepark, Tower Hill, Bristol, BS2 0JA or Heat Computing Ltd, a company registered in England and Wales under company registration number 07947066, and whose registered office is at One Castlepark, Tower Hill, Bristol, BS2 0JA;
"Introduce (or Introduction)"	the provision to the Client of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not the Client had knowledge of that Candidate before the Introduction; For the avoidance of doubt, there is no requirement for an Introduction of a Candidate/Applicant to be the effective cause of their Engagement and any implied term to that effect is hereby excluded.
"Introduction Fee"	the Introduction Fee calculated in accordance with clause 4 unless otherwise agreed in writing by the Parties;
"Losses"	the meaning given in clause 8.6;
"Other Party"	the meaning given in clause 9.1;
"Party (or Parties)"	Heat and the Client, and Party will mean either one of them;
"Recruitment Services"	the search by Heat for Candidates for vacancies that the Client has notified to Heat and the Introduction of them to the Client by Heat.

3 Recruitment Services

- 3.1 Heat will provide the Recruitment Services to the Client in consideration for the Client's paying the applicable Introduction Fee to Heat, subject to the terms and conditions of this Agreement.
- 3.2 Heat will use reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client notifies to Heat.

4 Fees and payment

- 4.1 The Client will pay an Introduction Fee to Heat in respect of each Candidate Engaged by the Client.
- 4.2 The Introduction Fee will become due immediately upon the commencement of an Engagement.
- 4.3 The Introduction Fee payable is calculated by applying the appropriate percentage shown in the Summary of Terms to the Candidate's total first years' salary. The total first year's salary means all emoluments together with all benefits that are to form part of the Candidate's annual gross taxable pay (i.e. the gross emoluments and benefits to be paid over 12 months before applying any exemptions, allowances or deductions for income tax purposes, and including any performance-related or other bonuses). Where a car or car allowance is provided, the sum of £4000 or the car allowance, whichever is the greater. Part-time roles will be calculated on the full time equivalent of the total first year's salary. There will be a minimum fee of £1,500
- 4.4 If the Candidate is self-employed where the precise yearly salary is not known in advance, the yearly salary will be estimated on the Candidates market rate within an employed capacity for the purpose of the Introduction Fee, in accordance with

the rates set out above, unless Heat has agreed the Introduction Fee at the commencement of the Recruitment Services.

- 4.5 If, the Client fails to advise Heat of the Candidates engagement within 14 days of the commencement of an Engagement, the Introduction Fee shall be 40% of the total first year's salary of the Candidate or £20,000, whichever is the greater.
- 4.6 If the Candidate is Engaged on a fixed-term contract of six months or less, the Introduction Fee payable will be 50% of what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly. If the Candidate is Engaged on a fixed-term contract of between six and 11 months, the Introduction Fee payable will be calculated on a pro-rata basis of what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly.
- 4.7 The payment of the Introduction Fee will be made by the Client to Heat as stated in in the payment terms within the summary of terms.
- 4.8 Any charges for advertising, and all other charges, must be agreed separately in writing before the advertisement is placed and will be payable irrespective of whether a Candidate is Engaged.
- 4.9 If, following a Candidate's unsuccessful application to the Client via Heat either:
- 4.9.1 the Client, without notifying Heat, Engages that Candidate in any capacity within 12 months of Heat having Introduced a Candidate to the Client, or
 - 4.9.2 the Client or the Client's employee, agent or subcontractor refers or Introduces that Candidate to a third party, including an Affiliate of the Client, and that third party Engages the Candidate in any capacity within 12 months of Heat having Introduced a Candidate to the Client,
- then the Client will be liable for an Introduction Fee.
- 4.10 If a Candidate leaves the Client's employment for any reason apart from redundancy, constructive or unlawful termination provided that the Client informs Heat in writing of the termination of employment, Heat will pay a rebate to the Client as shown in the summary terms. If the Client Re-engages the Candidate within 12 months of the Introduction, the Client will repay any rebated payment to Heat.
- 4.11 In the event that an Introduction leads, or related Introductions lead, to the Engagement of a team, the Introduction Fee shall be calculated as follows:
- 4.11.1 a full Introduction Fee shall be paid in respect of one Candidate with the highest remuneration;
 - 4.11.2 an Introduction Fee discounted by 25% shall be paid in respect of one subsequent Candidate with equal highest, or second highest remuneration;
 - 4.11.3 Introduction Fees discounted by 50% shall be paid in respect of all additional Candidates Engaged.
- 4.12 The discounted Introduction Fees described in clause 4.11.1 shall only apply to the engagement of team members who accept written offers of engagement within three months of each other.
- 4.13 All amounts stated are exclusive of VAT and any other applicable taxes, which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.
- 4.14 Failure to meet the payment terms stated on the invoice or as otherwise provided in these Terms and Conditions, will result in the introductory fee being calculated at 30% of the candidates' first year salary
- 4.15 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then Heat will be entitled to apply additional charges in line with the Late Payment of Commercial Debts (Interest) Act 1998. Section 5A enables the creditor to add late payment compensation of £40, £70 or £100 depending on the level of the debt. However, where this compensation does not reflect the true costs of recovering the debt, the creditor may add those true costs under sub-section 5A (2A). In this case, the cost of recovering the debt is 10% of the principal amount, which is the rate of commission charged by our Debt Recovery Agent.
- 4.16 If the Client does not make payment within 3 months of the date stated in the invoice Heat may elect to increase the invoiced Introduction Fee to 40% of the total first year's salary of the Candidate or £20,000, whichever is greater, or continue to charge interest on the overdue sum in accordance with clause 4.15
- 4.17 The Client shall indemnify Heat in respect of all legal costs and expenses incurred by Heat as a result of Heat seeking to recover the amount of any invoice which is unpaid (in full or in part) for more than the payment terms stated in the summary of terms.
- 4.18 When making a payment the Client will quote relevant reference numbers and the invoice number.
- 5 Client's obligations and acknowledgments**
- 5.1 The Client acknowledges and agrees that:
- 5.1.1 by requesting Heat to carry out an act on its behalf, the Client authorises Heat to act on the Client's behalf for that purpose; and
 - 5.1.2 by requesting Heat to Introduce Candidates for a position, the Client authorises Heat to advertise that position.
- 5.2 When requesting Heat to Introduce Candidates for a vacancy, the Client will provide to Heat with such information about the vacancy that Heat reasonably requires from time to time.
- 5.3 The Client will satisfy itself as to the suitability of any Candidate for the vacancy for which the Candidate has been Introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
- 5.3.1 take up and verify references relating to the Candidate's qualifications, skills, character and experience;
 - 5.3.2 check the validity of the Candidate's qualifications;
 - 5.3.3 ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;
 - 5.3.4 obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom; and
 - 5.3.5 ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

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- 5.4 The Client will notify Heat immediately on the occurrence of the first of the following events:
- 5.4.1 a Candidate accepts an offer of employment from the Client; or
- 5.4.2 the commencement of an Engagement by a Candidate.
- 5.5 By agreeing to Engage or make use of a Candidate in any way within 12 months of the candidate being Introduced, the Client will be liable for the Introduction Fee. The client is required to keep a record of all Introductions made by the Agency and to reject any introductions of the same Candidate from other agencies and any direct approaches by the Candidate him or herself for a period of 12 months from the date of his/her Introduction by the Agency.
- 5.6 If the Client effectively Introduces any Candidate to any third party, whether directly or indirectly, including any Affiliate of the Client, and that Introduction results in an Engagement of the Candidate by that third party, the Client will:
- 5.6.1 immediately notify the Engagement to Heat; and
- 5.6.2 pay to Heat an Introduction Fee in accordance with clause 4, unless the Engagement occurs more than 12 months after (1) the Introduction of the Candidate to the Client by Heat, or (2) the date of the Candidate's last interview with the Client, whichever is the later.
- 5.7 The Client undertakes not to employ or seek to employ any member of Heat's staff. If any member of Heat's staff nevertheless accepts an Engagement within three months of leaving Heat's employment, the Client will pay an Introduction Fee to Heat as if that member of staff had been Introduced to the Client by Heat.
- 6 Confidentiality**
- 6.1 All Introductions are confidential. All work undertaken by Heat for the Client in respect of the Introduction of a Candidate to the Client will be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of Heat.
- 6.2 Each Party ("Receiving Party") will keep the confidential information of the other Party ("Supplying Party") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 6.2, and ensure that the Receiving Party's officers, employees and agents meet those obligations.
- 6.3 The obligations in this clause 6 will survive termination of this Agreement for a period of 12 months.
- 7 Data protection**
- 7.1 The parties will comply with their respective obligations under the General Data Protection Regulations and the Data Protection Act 2018 or any other applicable data protection legislation.
- 7.2 The Client shall indemnify Heat against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Heat arising out of or in connection with the breach of this clause 7 by the Client, its employees or agents.
- 8 Warranties, liability and indemnities**
- 8.1 The Client accepts and agrees that Heat gives no warranty as to the suitability of any Candidate for any vacancy.
- 8.2 Heat confirms that, in Introducing any Candidate to the Client, it is not aware of anything which will cause any detriment to the interests of that Candidate or the Client if the Client Engages the Candidate to fill a vacancy.
- 8.3 Neither Heat nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by the Client of a Candidate, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of Heat. In particular, but without limiting the generality of the foregoing, Heat will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:
- 8.3.1 any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client;
- 8.3.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
- 8.3.3 any loss, injury, damage, expense or delay suffered by a Candidate.
- 8.4 Except in the case of death or personal injury caused by Heat's negligence, the liability of Heat under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Introduction Fee(s) paid or due to be paid by the Client to Heat under this Agreement. The provisions of this clause 8.4 will not apply to clause 8.6.
- 8.5 Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 8.5 will not apply to clause 8.6.
- 8.6 The Client will indemnify and hold harmless Heat from and against all claims and losses arising from loss, damage, liability, injury to Heat, its employees and third parties, by reason of or arising out of:
- 8.6.1 any loss, injury, expense or delay suffered or incurred by a Candidate, however caused, and/or
- 8.6.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise,

that arises directly or indirectly out of, or in any way connected with, or arising out of, or in any way connected with, the Introduction, Engagement or use of a Candidate, the withdrawal by the Client of a vacancy, any information supplied by the Client to Heat or the Client's breach of these Terms and Conditions. Claims will mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise), and Losses will mean all losses including, without limitation, financial losses, damages, legal costs and other expenses of any nature whatsoever.

- 8.7 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

9 Termination

- 9.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice to the other Party ("Other Party"):

9.1.1 if the Other Party is in breach of its obligations under this Agreement and, if the breach is capable of remedy, and is not remedied within 10 business days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or

9.1.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

The notice will take effect as specified in the notice.

- 9.2 On termination of this Agreement, the Client will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by Heat for the performance of the Recruitment Services prior to the date of termination.

10 General

- 10.1 Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.
- 10.2 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.

- 10.3 Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

- 10.4 This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

- 10.5 No failure or delay by Heat in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

- 10.6 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

- 10.7 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

11 Notices

- 11.1 Any notice to be given under this Agreement will be in writing and will be sent by first class mail to the address of the relevant Party or by email to the correct address notified to by one Party to the other from time to time.

12 Applicable law and jurisdiction

- 12.1 The validity, construction and performance of this Agreement is to be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

13 Third parties

- 13.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.