

## INTRODUCTION AGENCY AGREEMENT

This Agreement is made by and between:

1. **HELPD LIMITED**, incorporated and registered in England and Wales with company number 10549608 and whose registered office is at Office 5, Unit R1, Penfold Works, Imperial Way, Herts, Watford, England, WD24 4YY (**Agency**); and
2. Brian Bacon of Thomson Snell & Passmore LLP , deputy for Bobby Stockwell.

### PART 1 – DEFINITIONS AND INTERPRETATION

- 1.1 The definitions, as set out in Schedule 1, and rules of interpretation in this Part 1 apply in this Agreement.
- 1.2 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to **writing** or **written** includes fax and email.
- 1.6 Any words following the terms **including, include, in particular**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### PART 2 – RECRUITMENT SERVICES

- 2.1 The Agency shall provide the Recruitment Services to the Client in consideration for the Client paying the applicable Introduction Fee to the Agency, subject to this Agreement.
- 2.2 At the Client's request, and subject to the Agency's discretion, the Agency may provide the Additional Services to the Client.
- 2.3 The Agency shall co-operate with the Client in all matters relating to the Recruitment Services.
- 2.4 The Agency shall use reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client notifies to the Agency. The Agency does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.
- 2.5 The Agency shall:
  - a. ensure that any Candidate has given his consent for his or her details to be submitted for any vacancy for which they are submitted;
  - b. once a Candidate has been Introduced, provide the Client full access to the Candidate's details that are held by the Agency; and also authorise the Client to contact Candidate directly, at any stage of the recruitment process, and without requiring the prior permission or knowledge of the Agency;

c. at the Client's request supply to the Client copies of:

- i. curriculum vitae;
- ii. any relevant qualifications or authorisations; and
- iii. any non-confidential references,

in the Agency's possession, except where the Agency is not permitted to obtain, verify or disclose them.

2.6 If more than one agency submits details of the same Candidate to the Client, the agency which first submitted the details will be deemed to have Introduced the Candidate to the Client. No subsequent submission of the same Candidate's details will be deemed as a valid Introduction, and, if the Client Engages that Candidate in any capacity, no fees or charges of any kind will be payable to any agency other than the first to submit the Candidate's details.

2.7 By requesting the Agency to Introduce Candidates for a vacancy, the Client authorises the Agency to advertise such a vacancy, but the Agency is not authorised to use the Client's name or any of its logos or trademarks without the Client's prior express written permission. The Client accepts no liability for any advertising, promotional or marketing costs incurred by the Agency.

### **PART 3 – FEES AND PAYMENT**

3.1 The Client will pay an Introduction Fee of £1500.00 to the Agency in respect of each Candidate Engaged by the Client.

3.2 The Introduction Fee will become due immediately upon the commencement of an Engagement.

3.3 The payment of the Introduction Fees will be made by the Client to the Agency within 14 days of the date that the Client has Engaged a Candidate.

3.4 The Introduction Fee charged for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Agency and Engaged by the Client, a further Introduction Fee will be payable.

3.5 The Introduction Fees are for the Introduction of Candidates only and do not include any salary due to any Candidate. Unless the Candidate is self-employed, it is the Client's responsibility to account for any tax and national insurance contributions attributable to the Candidate.

3.6 If, following a Candidate's unsuccessful application to the Client via the Agency either:

- a. the Client, without notifying the Agency, Engages that Candidate in any capacity within 6 months of the Agency's having Introduced a Candidate to the Client; or
- b. 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 6 months of the Agency's having Introduced a Candidate to the Client,

then the Client will be liable for an Introduction Fee.

- 3.7 If a Candidate leaves the Client's employment for any reason apart from redundancy, provided that the Client informs the Agency in writing of the termination of employment, the Agency will pay the following rebate to the Client:
- a. if the Candidate leaves the Client's employment within 8 weeks of having commenced employment, 60% of the Introduction Fee paid by the Client, or the Agency will Introduce a free replacement Candidate if so requested by the Client;
  - b. if the Candidate leaves the Client's employment between 8 and 12 weeks after having commenced employment, 40% of the Introduction Fee paid by the Client;
  - c. if the Candidate leaves the Client's employment between 12 and 16 weeks after having commenced employment, 20% of the Introduction Fee paid by the Client;
- provided that if the Client Re-engages the Candidate within 6 months of the Introduction, the Client will repay any rebated payment to the Agency.
- 3.8 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.
- 3.9 The Agency may adjust the Introduction Fee by giving the Client not less than one month's prior notice in writing of proposed changes.
- 3.10 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in this Agreement, then, without limiting its other rights and remedies, the Agency shall be entitled:
- a. to charge interest on the outstanding amount at the rate of 4% a year above the base lending rate of the Bank of England plc, accruing daily;
  - b. set off any amount owing to it by the Client against any amount payable by the Agency to the Client;
  - c. to require the Client to pay, in advance, for any Recruitment Services (or any part of the Recruitment Services) which have not yet been performed; and
  - d. not to perform any further Recruitment Services (or any part of the Recruitment Services) or Additional Services.
- 3.11 In the event that the Agency is required to take action to enforce payment as a result of non-payment of Introduction Fees or any other charges, the Agency shall charge any reasonable expenses it has incurred associated with such collection including, but without limitation, legal costs, court fees and collection agency fees.

#### **PART 4 – CLIENT'S OBLIGATIONS**

- 4.1 The Client acknowledges and agrees that:
- a. by requesting the Agency to carry out an act on its behalf, the Client authorises the Agency to act on the Client's behalf for that purpose; and
  - b. by requesting the Agency to Introduce Candidates for a position, the Client authorises the Agency to advertise that position, subject to the provisions of Clause 2.6.
- 4.2 The Client shall co-operate with the Agency and the agency shall cooperate with the client in all matters relating to the Recruitment Services.

4.3 When requesting the Agency to Introduce Candidates for a vacancy, the Client shall provide to the Agency the following information, in any form as required by the Agency:

- a. the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business;
- b. the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration;
- c. any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
- d. the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body;
- e. any expenses payable by or to the Candidate;
- f. the minimum rate of remuneration, the intervals of payment and any other benefits;
- g. the length of notice to which the Candidate would be entitled to receive or be required to give for termination of employment;
- h. whether the Client intends to engage the Candidate otherwise than as an employee on a contract of service;
- i. whether the vacancy entails caring for or attending one or more vulnerable persons, including persons under the age of 18 and/or any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention.

4.4 The Client shall 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:

- a. take up and verify references relating to the Candidate's qualifications, skills, character and experience;
- b. check the validity of the Candidate's qualifications;
- c. ensure, where appropriate, that the Candidate is capable of operating any equipment or machinery to the necessary level;
- d. obtain any certificate of sponsorship or permit needed to enable the Candidate to work in the United Kingdom; and
- e. ensure that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

4.5 The Client shall notify the Agency immediately on the occurrence of the first of the following events:

- a. Candidate accepts an offer of employment from the Client; or

- b. the commencement of an Engagement by a Candidate.
- 4.6 By agreeing to Engage or make use of a Candidate in any way, the Client shall be liable for the Introduction Fee.
- 4.7 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 shall:
- a. immediately notify the Engagement to the Agency; and
  - b. pay to the Agency an Introduction Fee in accordance with Part 5, unless the Engagement occurs more than six months after (1) the Introduction of the Candidate to the Client by the Agency, or (2) the date of the Candidate's last interview with the Client, whichever is the later.
- 4.8 The Client undertakes not to employ or seek to employ any member of the Agency's staff. If any member of the Agency's staff nevertheless accepts an Engagement within three months of leaving the Agency's employment, the Client will pay an Introduction Fee to the Agency as if that member of staff had been Introduced to the Client by the Agency.
- 4.9 The Client:
- a. confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client if it Engages that Candidate to fill a vacancy; and
  - b. will inform the Agency immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or the Client.

## **PART 5 – CONFIDENTIALITY**

- 5.1 All Introductions are confidential. All work undertaken by the Agency for the Client in respect of the Introduction of a Candidate to the Client shall 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 the Agency.
- 5.2 Each Party (**Receiving Party**) shall 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 shall 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 shall 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.
- 5.3 The obligations of Clause 5.2 shall not apply to any information which:
- a. was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
  - b. is, or becomes, publicly available through no fault of the Receiving Party;
  - c. is provided to the Receiving Party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure;

- d. was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or
- e. is required to be disclosed by order of a court of competent jurisdiction.

5.4 The obligations in this Part 5 will survive termination of this Agreement.

## **PART 6 – DATA PROTECTION**

- 6.1 The parties will comply with their respective obligations under the General Data Protection Regulation (**GDPR**) and the Data Protection Act 2018, or other applicable data protection legislation. In particular, the Agency:
- a. will inform Candidates if it will use the information requested for any purpose that is reasonably to be regarded as unusual;
  - b. will, if before an Introduction is made the Client so requests, provide the Client with anonymised details of Candidates, and before providing full details of the Candidates to the Client, will inform the Candidate of the Client's name and any uses that the Client might make of the information received that is reasonably to be regarded as unusual; and
  - c. will, if no request as set out in Clause 6.1(b) is made, before providing the Client with full details of the Candidates, inform the Candidate of the Client's name and any uses that the Client might make of the information received that is reasonably to be regarded as unusual.

## **PART 7 – WARRANTIES, LIABILITIES AND INDEMNITIES**

- 7.1 The Client accepts and agrees that the Agency gives no warranty as to the suitability of any Candidate for any vacancy.
- 7.2 The Agency 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.
- 7.3 Except in the case of death or personal injury caused by the Agency's negligence, the liability of the Agency under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed £5,000,000. The provisions of this Clause 7.3 will not apply to Clause 7.5.
- 7.4 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 7.4 will not apply to Clause 7.5.
- 7.5 The Client will indemnify and hold harmless the Agency from and against all claims and losses arising from loss, damage, liability, injury to the Agency, its employees and third parties, by reason of or arising out of:
- a. the Client's breach of this Agreement. '**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.

- 7.6 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.
- 7.7 Both parties shall at all times comply with the Equality Act 2010 and shall indemnify and hold harmless the other party from and against all claims and losses arising from loss, damage, liability, injury to the other party, its employees and third parties, by reason of or arising out of the defaulting party's failure to comply with the Equality Act 2010.
- 7.8 The Agency will indemnify and hold harmless the Client from and against all claims and losses arising from loss, damage, liability, injury to the Client, its employees and third parties, by reason of or arising out of the Agency's breach of this Agreement.

## **PART 8 – TERM AND TERMINATION**

- 8.1 Unless terminated earlier in accordance with this Part 9, this Agreement shall continue for an initial period of 12 months, commencing from the Commencement Date (**Initial Period**), and shall upon prior agreement by both parties, extend for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period. Either party may give written notice to the other party, of no less than 60 days, to terminate this Agreement.
- 8.2 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**):
- a. if the Other Party is in material breach of its obligations under this Agreement and, if the breach is capable of remedy within 14 days, the breach is not remedied within 14 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
  - b. 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.

- 8.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Agency existing at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 8.4 On termination of the Agreement for any reason:
- a. the Client shall retain financial responsibility (in accordance with the Contract) and shall immediately pay to the Agency all of the Agency's outstanding unpaid invoices and interest and, in respect of the Recruitment Services supplied but for which no invoice has yet been submitted, the Agency shall submit an invoice, which shall be payable by the Client immediately on receipt; and

- b. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### **PART 9 - FORCE MAJEURE**

- 9.1 Neither Party shall be liable to the other for any failure to fulfil the Agreement or any provision of the Agreement if fulfilment has been delayed, hindered or prevented by circumstances beyond our reasonable control including but not limited to fire, explosion, flood, tempest, unusually adverse weather conditions, failure or shortage of power supplies, fault or failure of plant or machinery of manufacturers, war, hostilities, riot, acts of terrorism, strikes, lock-outs or other industrial action or trade dispute ('a **Force Majeure Event**'). Where one party becomes aware of a Force Majeure Event arising, that party shall immediately notify the other. If a Force Majeure Event exceeds 30 days, either party may immediately terminate the Agreement without liability by providing written notice to the other party.

### **PART 10 – TRANSFER OF AGREEMENT AND VARIATIONS**

- 10.1 The Agency may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.
- 10.2 The Client shall not, without the prior written consent of the Agency, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 10.3 Variations to this Agreement will have effect when agreed in writing by the Parties' authorised representatives.

### **PART 11 – NOTICES**

- 11.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 11.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address of either Party as notified by that party in writing; if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 11.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **PART 12 – GENERAL**

- 12.1 Governing law and Jurisdiction:
  - a. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with, the laws of England and Wales.

- b. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

12.2 Relationship:

- a. This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided in this Agreement.

12.3 Third party rights:

- a. This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

12.4 Survivorship:

- a. To the extent that any clause is intended to have effect following termination of this Agreement, such clause shall survive and continue in effect notwithstanding termination.
- b. Termination of this Agreement, for any reason, will not affect the accrued rights and obligations of the parties as at the date of termination, including the right to recover damages against the other or remit payment for sums incurred prior to the date of termination.

12.5 Severability:

- a. 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.

12.6 Waiver:

- a. A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**AGREED by the parties through their duly authorised representatives:**

\_\_\_\_\_  
for and on behalf of Agency

\_\_\_\_\_  
for and on behalf of Client

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SCHEDULE 1 Definitions

In this Agreement, the following words have the following meanings:

<b>Additional Services</b>	Additional services supplied by the Agency in addition to the Recruitment Services, including but not limited to, conducting Disclosure and Bar Service checks and developing employment related documents, contracts and policies between the Client and the Candidate.
<b>Affiliates</b>	In relation to a party, any person or entity that has 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.
<b>Agreement</b>	Refers to this contractual agreement (and the terms and conditions within it as amended from time to time in accordance with Clause 10.3) between the parties.
<b>Candidate</b>	A person Introduced by the Agency to the Client to be considered for an Engagement.
<b>Commencement Date</b>	The date on which this Agreement is signed by the Agency.
<b>Engage(s) (or Engagement or Engaged)</b>	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.
<b>Introduce (or Introduction)</b>	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.
<b>Introduction Fee</b>	Has the meaning given at Clause 3.1.
<b>Recruitment Services</b>	Search for Candidates for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency.
<b>Renewal Period</b>	Each successive 12-month period after the Initial Period for which this Agreement is renewed.