

RECRUITMENT AGENCY AGREEMENT

Location: _____ Date: _____

Parties:

This Recruitment Agency Agreement ("Agreement") is made between:

1. Agency Name: _____
Registered Address: _____
Company Registration No.: _____
2. Client Name: _____
Registered Address: _____
Company Registration No.: _____

Recitals:

WHEREAS, the Agency is engaged in the business of providing recruitment services and possesses the skills, expertise, and resources to perform such services; AND WHEREAS, the Client wishes to engage the Agency to provide recruitment services under the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings: "Candidate" means any individual introduced by the Agency to the Client for employment or engagement. "Services" means the recruitment and related services provided by the Agency to the Client under this Agreement.

2. Appointment

The Client hereby appoints the Agency as its non-exclusive recruitment agent to identify and introduce Candidates for positions specified by the Client. The Agency accepts the appointment on the terms contained in this Agreement.

3. Agency's Obligations

The Agency shall use reasonable skill and care in the provision of the Services, including vetting Candidates as appropriate and making reasonable checks. The Agency shall comply with all applicable laws and regulations in the United Kingdom, including but not limited to employment, anti-discrimination, and data protection laws.

4. Client's Obligations

The Client shall provide the Agency with accurate and timely information regarding the positions to be filled and shall comply with all applicable laws and regulations. The Client shall not engage any Candidate introduced by the Agency without paying the applicable fees.

5. Fees and Payment

The Client agrees to pay the Agency a fee calculated as a percentage of the Candidate's first-year gross remuneration, as agreed in writing. Fees become payable when the Candidate accepts the Client's offer of employment or engagement. Payment terms are strictly 30 days from invoice date.

6. Replacement Guarantee

If a Candidate introduced by the Agency leaves the Client's employment or engagement within a period of 90 days

from the start date, the Agency shall provide a replacement Candidate at no additional charge, subject to the Client having paid all fees due under this Agreement in a timely manner.

7. Confidentiality

Each party agrees to keep confidential and not disclose to any third party any confidential information received from the other party in connection with this Agreement, except as required by law or to professional advisers bound by confidentiality.

8. Data Protection

Both parties shall comply with the Data Protection Act 2018 and UK GDPR. The Agency shall process personal data of Candidates and the Client only for the purpose of providing recruitment services.

9. Liability

The Agency shall not be liable for any indirect or consequential loss, loss of profit, or loss of business arising out of or in connection with this Agreement. The Agency's total liability for direct loss shall be limited to the amount of fees paid by the Client under this Agreement.

10. Term and Termination

This Agreement shall commence on the date it is signed and shall continue until terminated by either party giving 30 days' written notice to the other. Termination shall not affect any rights or obligations accrued prior to termination.

11. Non-Solicitation

During the term of this Agreement and for a period of 12 months following its termination, neither party shall directly or indirectly solicit or employ any employee or contractor of the other party without prior written consent.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements or understandings.

13. Amendments

No amendment or variation of this Agreement shall be effective unless in writing and signed by duly authorised representatives of both parties.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising under or in connection with this Agreement.

15. Force Majeure

Neither party shall be liable for failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, governmental action, or natural disasters.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

17. Notices

All notices under this Agreement must be in writing and sent to the addresses specified by the parties. Notices shall be deemed to have been received upon delivery if delivered by hand, or three business days after posting if sent by

pre-paid first-class post.

18. Counterparts

This Agreement may be executed in counterparts, each of which shall be an original but all of which together constitute one and the same instrument.

19. Relationship of the Parties

Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the parties other than the agency relationship set out herein.

20. Compliance with Laws

Each party shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption, and ethical business conduct.

AGENCY AUTHORIZED SIGNATURE

CLIENT AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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