



**SUPPLIER CONTRACT FOR THE INTRODUCTION OF PERMANENT AND FIXED TERM CONTRACT**  
**CANDIDATES**

**1 INTERPRETATION**

In these terms and conditions of business (“the Terms”) the following expressions shall be given the following meanings:

“Cedar”	Cedar Recruitment Limited trading as Cedar, registered in England and Wales under number 04665436 whose registered address is at 20-22 Great Titchfield Street, London, W1W 8BE and trading address at Newlands House, 40 Berners Street, London, W1T 3NA;
“Candidate”	a person Introduced by the Supplier to the Cedar to be considered for Engagement;
“Contingent Search”	the search by the Supplier for Candidates in response to a request by Cedar to make Introductions for a role;
“Engagement”	the employment, hire or other use, directly or indirectly, whether under a contract of service or contract for services or otherwise, on a permanent, temporary or other basis, of a Candidate by or on behalf of Cedar in any site, office, or location of the Client whether for the position for which the Candidate is introduced or any other position (and “Engage”, “Engages” and “Engaged” shall be construed accordingly);
“Introduction”	any means by which a Candidate’s availability for any Engagement (actual or potential, present or future) is communicated to Cedar by the Supplier including, by post, e-mail, or phone (and “Introduces” and “Introduced” shall be construed accordingly);
“Introduction Fee”	the fee payable by Cedar to the Supplier for an Introduction resulting in an Engagement.
“Remuneration”	the full-time gross base salary excluding any bonuses, commissions or allowances;
“Regulations”	the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended (and any reference in the Terms to a ‘Regulation’ shall be interpreted accordingly);
“Requirement”	a request by Cedar for the Supplier to carry out a Retained Search;
“Retained Search”	the exclusive retention of the Supplier’s services by Cedar to carry out a search for a Candidate for a specific position;
“Schedule of Fees”	the Schedule attached to the Terms setting out the Introduction Fees.
“Supplier”	any person, firm, company or corporation appointed by Cedar with a view to the Introduction of Candidates for Engagement by Cedar

**2 THE CONTRACT**

- 2.1 In the Terms words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and, any reference to “a Person” includes a person, firm or company.
- 2.2 All and any business undertaken by Cedar is transacted subject to the Terms and the attached Schedule of Fees. These terms shall supersede all other terms. No variation in the Terms shall be valid if made without the written consent of a Director of Cedar.
- 2.3 In relation to a Contingent Search, the Supplier shall be deemed to have accepted and agreed to the Terms if at any time on or after the Terms have been communicated to the Supplier, the Supplier, or any Person on its behalf, directly or indirectly, Introduces a Candidate; or, arranges an interview, provides feedback on an interview; communicates an offer of Engagement to a Candidate on behalf of Cedar; a Candidate is directly or indirectly Engaged by or on behalf of Cedar; or, the Supplier or any Person on its behalf acts upon the Introduction in any way (whichever first occurs).
- 2.4 In relation to a Retained Search, the Terms shall apply when the Supplier accepts a Requirement.

2.5 If the Supplier Introduces a Candidate who is already known to Cedar, Cedar shall advise the Supplier within 5 days of the Introduction. If a candidate is submitted by more than one Supplier, the Supplier Introducing the Candidate first, and in compliance with the Terms, shall be entitled to the Fee. In the event of any dispute, Cedar's decision will be final.

2.6 The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

2.7 For the purposes of the Regulations, when Introducing a Candidate to Cedar, the Supplier is acting as an employment agency.

### **3 OBLIGATIONS OF THE SUPPLIER**

3.1 The Supplier will use its reasonable endeavours to introduce suitable Candidates to Cedar.

3.2 The Supplier shall be entitled (but not obliged) to advertise vacancies in such manner as it shall in its discretion deem fit in any and all media. The Supplier shall bear the cost of all advertising unless agreed in advance with Cedar. The Supplier shall not use Cedar's logo or name in any advertisement, publicity, marketing or website without prior written consent.

3.3 Notwithstanding the Supplier's obligations under the Regulations, no warranty as to the suitability of any Candidate shall be given by the Supplier.

3.4 If the Supplier, on behalf of Cedar, only with the prior written agreement of Cedar, reimburses a Candidate's travelling and out of pocket expenses in connection with attending an interview with Cedar, such costs shall be invoiced to, and payable by Cedar in accordance with the payment terms set out in clause 5.11 below.

3.5 The Supplier shall, prior to the Introduction of a Candidate:

3.5.1 Verify that the Candidate has the right to work in the uk;

3.5.2 Verify the identity of the Candidate;

3.5.3 Where appropriate to the role, validate current billings;

3.5.4 Interview a candidate face to face (including by video call);

3.5.5 Produce a cv cover sheet including details of current billings (if appropriate to the role), current remuneration package, salary expectations and why they recommend the candidate; and

3.5.6 Obtain a Candidate declaration of any unspent convictions.

### **4 OBLIGATIONS OF CEDAR**

4.1 If and whenever Cedar Engages a Candidate Introduced by the Supplier, Cedar shall pay an Introduction fee in accordance with clause 5 below, unless the Engagement occurs more than 3 months after the Introduction of the Candidate.

4.2 Cedar will notify the Supplier immediately an offer of Engagement is made to or accepted by a Candidate.

4.3 Cedar warrants and undertakes to the Supplier that in the event that another employment agency (as defined by the Regulations) provides Cedar with a CV or other relevant information relating to a Candidate Introduced by the Supplier within 3 months of the Introduction by the Supplier, Cedar will reject the same.

4.4 To enable the Supplier to comply with its obligations to the Candidate under the Regulations, Cedar undertakes to provide full details of the role which it seeks to fill, including:

4.4.1 the type of work;

4.4.2 the location and hours of work;

4.4.3 the experience, training and qualifications which Cedar considers necessary, or those which are required by law or any professional body for the role;

4.4.4 any risks to health or safety known to Cedar, and what steps it has taken to prevent or control such risks;

4.4.5 the date it requires the Candidate to commence work;

4.4.6 the duration or likely duration of the work;

4.4.7 the minimum rate of Remuneration;

- 4.4.8 the intervals of payment of Remuneration; and,
- 4.4.9 the length of notice that the Candidate would be entitled to give and receive to terminate the Engagement.
- 4.5 Cedar shall satisfy itself as to the suitability of any Candidate. It is for Cedar to take up references, to check the validity of qualifications, and to ensure that the Candidate has the necessary experience and expertise required to undertake the role. Cedar shall be responsible for obtaining any work or other permits, and for ensuring that the Candidate satisfies any medical requirements or other conditions that may be appropriate or required by law.
- 4.6 Not used.
- 4.7 Not used
- 4.8 Cedar consents to the disclosure of information relating to it by the Supplier to Candidates.
- 4.9 The supplier undertakes not to solicit, entice away, for the Supplier or any client of the Supplier, or otherwise Engage or seek to Engage any member of Cedar's staff, directly or indirectly. If any member of Cedar's staff nevertheless accepts an Engagement with the Supplier or a client of the Supplier the within 3 months of leaving Cedar's Engagement, the Supplier will pay an Introduction Fee to Cedar as if that member of staff had been Introduced to the Supplier by Cedar, calculated at the higher of 150% of the total earnings, salary, bonuses and commissions paid or payable in the previous 12 months or 150% of the total earnings, salary, bonus and commissions payable in the next 12 months based upon on-target-earnings as at the date of leaving Cedar. The Supplier acknowledges that this is not a penalty clause, and that this fee serves Cedar's legitimate interests as a genuine pre-estimate of loss in this situation. Cedar accept that this clause shall not apply where the Supplier can evidence that the Cedar employee registered with the Supplier in response to a public advertisement or by direct approach.
- 4.10 Cedar:
- 4.10.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate if it Engages that Candidate to fill a role; and
- 4.10.2 will inform the Supplier immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or Cedar.

## **5 INTRODUCTION FEES**

- 5.1 All Introduction Fees shall be calculated in accordance with Cedar's Schedule of Fees annexed to the Terms, and are calculated as a percentage of the Candidate's Remuneration. All fees shall be calculated and payable in GBP.

### Contingent Search

- 5.2 In a Contingent Search, the Introduction Fee shall become payable by Cedar on the day the Candidate commences employment with Cedar.
- 5.3 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 Supplier and Engaged by Cedar, a further Introduction Fee will be payable.
- 5.4 If, for any reason a Candidate does not commence their Engagement, no Introduction Fee shall be payable.

### Retained Search

- 5.5 In a Retained Search, the Introduction Fee will be payable in two parts to comprise a Total Fee as follows:
- 5.5.1 a non-refundable Retainer Fee payable immediately upon agreement for Cedar to undertake a Retained Search, calculated on the proposed Remuneration for the role;
- 5.5.2 a Completion Fee payable calculated on the actual Remuneration less any amount paid under 5.5.1. The Completion Fee shall become payable on the day the Candidate commences employment.
- 5.6 If a Retained Search is cancelled by Cedar (which cancellation must be made in writing or by virtue of the conduct of Cedar) at any time after payment of the Retainer Fee, no further Fees shall be payable.

- 5.7 Not used.

### Fixed Term Engagement

- 5.8 If Cedar Engages a Candidate on a fixed term including but not limited to a trial, probationary locum, or other such basis, for any period of less than 12 months the Supplier agrees to accept payment of the Introduction Fee on a pro rata basis, and:

- 5.8.1 Cedar undertakes that in the event that it subsequently Engages the Candidate for a further fixed term in excess of the period for which the Candidate was first Engaged; Cedar shall pay the Supplier a further Introduction Fee calculated in accordance with this clause 5.8, subject at all times to the maximum Introduction Fees payable in respect of the same Candidate not exceeding 12 months.
- 5.8.2 Cedar undertakes that in the event that it subsequently Engages the Candidate indefinitely it shall pay the Supplier a full Introduction Fee calculated in accordance with this clause 5, less any Introduction Fees paid in respect of the same Candidate under clause 5.8 and 5.8.1
- 5.8.3 Not used
- 5.8.4 Not used
- 5.8.5 Regulation 10 shall not apply.
- 5.9 In the event that any Applicant is rejected by Cedar, or the Applicant rejects an offer of Engagement, and the Candidate is subsequently Engaged by Cedar within 3 months of the date on which the Candidate was Introduced, Cedar shall pay an Introduction Fee to the Supplier applicable to a Contingent Search.
- 5.10 Charges for advertising will be separately agreed in writing by the Parties before the advertisement is placed. An advertisement may only be cancelled by Cedar on sufficient notice to enable the Supplier to withdraw the advertisement. Any cancellation costs will be payable by Cedar. All costs relating to advertising will be invoiced to, and payable by Cedar in accordance with the payment terms set out in clause 5.11 below.
- 5.11 All invoices shall be paid by the Client within 30 days of the invoice date.
- 5.12 Not used.
- 5.13 Not used
- 5.14 Not used.

**6 REBATES**

- 6.1 For the purpose of this clause 6, Termination will be effective from the date on which either Cedar or the Candidate serve notice for Termination of the Engagement and "Terminating" shall be construed accordingly.
- 6.2 In the event of a Candidate or Cedar Terminating an Engagement within the rebate period outlined below, Cedar shall be entitled to a rebate of the Introduction Fee in accordance with the scale below provided that:

- 6.2.1 such Termination is not as a result of redundancy or internal transfer or by reason of discrimination against the Candidate under the Equality Act 2010.

6.3 Scale of rebates:

6.3.1 Engagement Month	Rebate
1	100%
2	75%
3-4	50%
5-6	25%

- 6.3.2 If after a Candidate accepts an offer of an Engagement, Cedar or the Candidate, for any reason, subsequently withdraws their acceptance prior to commencement of the Engagement, no Fee shall be payable.

- 6.4 Not used.
- 6.5 Not used
- 6.6 In a Retained Search, a rebate will only ever be payable in respect of the Completion Fee.
- 6.7 If Cedar re-Engages the Candidate within 3 months of the Termination of the Engagement referred to in clause 6.1 above, any rebate paid to Cedar shall be repayable immediately to the Supplier in full upon demand.

**7 TERMINATION**

- 7.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate the Terms immediately at any time, on written notice to the other Party;
- 7.2 if the other Party is in material breach of its obligations under the Terms and, if the breach is capable of remedy, 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,
- 7.3 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.

## **8 CONFIDENTIALITY AND DATA PROTECTION**

- 8.1 The "Data Protection Legislation" includes the EU's GDPR (2016/679), 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 and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner. For the purpose of this clause 8 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" will have the meanings prescribed under the Data Protection Legislation.
- 8.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, Cedar and the Supplier are both Data Controller and Data Processor. Both parties agree to be bound by Data Protection Legislation.
- 8.3 The subject matter of Data Processing is to Process Candidate Personal Data as is necessary to receive the Candidate searches pursuant to the Terms, and as further instructed by Cedar in the performance of the Terms.
- 8.4 The nature and purpose of the Data Processing is to provide the Candidate searches pursuant to the Terms.
- 8.5 The category of Data Subjects is Candidates and any other individuals Introduced pursuant to the Terms.
- 8.6 The type of Personal Data will include a Candidate's First and last name, Contact information (email, phone, and address), ID data, professional life data, and Personal life data (including residency and immigration status).
- 8.7 Cedar and the Supplier shall, in relation to any Personal Data processed in connection with the performance of their obligations under the Terms:
- 8.7.1 Process that Personal Data only on the written instructions of the other party unless required to do otherwise by applicable law.
- 8.7.2 ensure that any natural person acting under the authority of either party, who has access to the Personal Data does not Process it in accordance with this agreement and the lawful written instructions of the other party, unless required to do otherwise under applicable law;
- 8.7.3 ensure that it has in place security for the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage ; and implement technical and organisational measures to ensure a level of security appropriate to the risk of harm that might result from, unauthorised or unlawful Processing, accidental or unlawful loss, destruction or alteration, unauthorised (or disclosure of) access or damage to Personal Data taking into account:
- 8.7.3.1 the nature, scope, context and purposes of the Processing of the Personal Data to be protected,
- 8.7.3.2 the state of the art in technological developments in information security; and
- 8.7.3.3 the cost of implementing any measures;
- 8.7.4 ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
- 8.7.5 immediately inform the other party if it considers that any instructions infringe the Data Protection Legislation;
- 8.7.6 not transfer any Personal Data outside of the European Economic Area or any other territory in which the European Commission has decided that the third country ensures an adequate level of protection.
- 8.7.7 notify the other party without undue delay on becoming aware of a Personal Data breach, which shall include without limitation if any Personal Data is lost, stolen, destroyed, damaged or corrupted; or where there is an unauthorised or accidental disclosure of such Personal Data;

- 8.7.8 notify the other party immediately if it receives any complaint, notice or communication that relates to the Processing of the Personal Data (including without limitation any Data Subject requests) and/or to either Party's compliance with the Data Protection Legislation;
- 8.7.9 automatically on the termination of the Terms, delete Personal Data and copies thereof unless required by applicable law to store the Personal Data;
- 8.7.10 maintain complete and accurate records and information to demonstrate their compliance with this clause 8 and make available such records and any other information necessary to demonstrate compliance with its obligations; and
- 8.7.11 assist and co-operate with the other party as necessary and reasonable, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators. Each party shall be solely responsible for its own costs in complying with this provision.
- 8.8 Cedar does not consent to the Supplier appointing any third party processor of Personal Data under the Terms.
- 8.9 The supplier shall indemnify Cedar against all loss, liability, damages, costs, third party claims, fees and reasonable incurred expenses which Cedar may incur or suffer by reason of any breach of this Clause 8 or the Data Protection Legislation by the Supplier, save where the Supplier is acting at the direct instruction of Cedar. This indemnity shall only apply to the extent that such losses, liability, damages, costs, claims, fees and expenses are not materially contributed to by Cedar.

## **9 LIABILITY & INDEMNITY**

- 9.1 Not used
- 9.2 The Supplier shall indemnify Cedar in respect of any liability of Cedar for any loss, injury, damage, expense or delay suffered or incurred by any Person arising, directly or indirectly, from or in any way connected with the acts and omissions of a Candidate caused during or arising directly or indirectly out of or in any way connected with an Engagement, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise to the extent that those losses arise as a result of the negligence, acts or omissions of the Supplier.
- 9.3 Without prejudice to the provisions of clause 9.2, the Client further undertakes to indemnify Cedar in respect of any and all liability on Cedar for any actions, proceedings, claims, demands, costs, expenses, fines, penalties, loss and damage in respect of any failure by the Supplier to comply with the Equality Act 2010.
- 9.4 Not used.
- 9.5 The Supplier shall indemnify Cedar in respect of any direct loss, injury, damage, expense or costs that Cedar may incur as a consequence of, or arising from, any breach by the Supplier of the Terms.
- 9.6 Each of the Parties acknowledges that when agreeing to the Terms, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in the Terms; and any conditions, warranties or other terms implied by statute or common law are excluded from the Terms to the fullest extent permitted by law; save that nothing in the Terms excludes liability for fraud.

## **10 MISCELLANEOUS**

- 10.1 Cedar reserves the right to review and to revise the Terms with prior notice to the Supplier.
- 10.2 A notice required or permitted to be given by either Party to the other under the Terms shall be in writing addressed to that other party at its registered office or principal place of business.
- 10.3 No waiver by Cedar of any breach of the Terms by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 Except as expressly provided in the Terms a person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 10.5 The Terms shall be governed by and construed in accordance with the laws of England and Wales.

## SCHEDULE OF FEES

### Contingent searches:

#### All Remuneration levels

20%

### Retained Searches:

Retainer Fee - One third of Total Fee based upon the proposed Remuneration

Completion Fee - the Total Fee based upon the Remuneration, less any Retainer Fee Paid

Total Fee 20%

