



CLIENT 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 Newman Offices, 66-67 Newman Street, London, W1T 3NA;
"Candidate"	a person Introduced by Cedar to the Client to be considered for Engagement;
"Client"	any person, firm, company, or corporation who approaches Cedar with a view to Engaging a Candidate, or to whom a Candidate is Introduced by Cedar;
"Contingent Search"	the search by Cedar for Candidates in response to a request by a Client 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 the Client 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 the Client by Cedar including, by post, e-mail, or phone (and "Introduces" and "Introduced" shall be construed accordingly);
"Introduction Fee"	the fee payable by the Client to Cedar for an Introduction resulting in an Engagement, whether or not Cedar is the effective cause of the Introduction, and regardless of whether the Candidate is Engaged by the Client for the role for which he was originally Introduced by Cedar;
"Remuneration"	the full-time gross base salary (including where the role is part-time) including any allowances or equivalent fees payable for the first year's Engagement (actual or proposed) including 100% of guaranteed bonuses and 2/3rds of discretionary bonuses. The provision of a car is valued at £5,000 additional remuneration;
"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 a Client for Cedar to carry out a Retained Search;
"Retained Search"	the exclusive retention of Cedar's services by the Client to carry out a search for a Candidate for a specific executive position;
"Schedule of Fees"	the Schedule attached to the Terms setting out Cedar's Introduction Fees.

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, all of which shall be incorporated in any Terms between Cedar and the Client (together "the Parties"). In the event of any conflict between the Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed in writing by a Director of Cedar. 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 Client shall be deemed to have accepted and agreed to the Terms if at any time on or after an Introduction, the Client, or any Person on its behalf, directly or indirectly, contacts a Candidate; or, a Candidate is interviewed by or on behalf of the Client; an offer of Engagement is made to a Candidate by or on behalf of the Client; a Candidate is directly or indirectly Engaged by or on behalf of the Client; or, the Client 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 Cedar accepts a Requirement.
- 2.5 If Cedar Introduces a Candidate who is already known to the Client, the Client shall evidence this to Cedar within 3 days of the Introduction. If the Client fails to do so, Cedar shall be entitled to charge the Client an Introduction Fee as if the Client did not know of the Candidate previously.
- 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 the Client, Cedar is acting as an employment agency.

3 OBLIGATIONS OF CEDAR

- 3.1 In the case of a Retained Search, Cedar will use its reasonable endeavours to introduce a suitable Candidate to the Client to fulfil the Requirement; and in the case of a Contingent Search, for the role for which the Candidate is subsequently Engaged.
- 3.2 Unless otherwise agreed in writing, Cedar 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.
- 3.3 Notwithstanding Cedar's obligations under the Regulations, no warranty as to the suitability of any Candidate, or of the validity of any qualification or experience which the Candidate may have or purport to have, or of the Candidate's right to work, can be given by Cedar.
- 3.4 If Cedar, on behalf of the Client, only with the prior written agreement of the Client, reimburses a Candidate his travelling and out of pocket expenses in connection with attending an interview with the Client, such costs shall be invoiced to, and payable by, the Client in accordance with the payment terms set out in clause 5.11 below.

4 OBLIGATIONS OF THE CLIENT

- 4.1 If and whenever the Client Engages a Candidate Introduced by Cedar, the Client shall pay an Introduction fee in accordance with clause 5 below, unless the Engagement occurs more than 12 months after the Introduction of the Candidate.
- 4.2 The Client will notify Cedar immediately an offer of Engagement is made to or accepted by a Candidate.
- 4.3 The Client warrants and undertakes to Cedar that in the event that another employment agency (as defined by the Regulations) provides the Client with a CV or other relevant information relating to a Candidate Introduced by Cedar, the Client will reject the same.
- 4.4 To enable Cedar to comply with its obligations to the Candidate under the Regulations, the Client 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 the Client 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 the Client, 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 The Client shall satisfy itself as to the suitability of any Candidate. It is for the Client 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. The Client 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 The Client undertakes that in the event that there is a material change in the Candidate's Remuneration (including any change from temporary to permanent Engagement; any promotion or advancement; or, any material variation to normal working hours) within the

period of 12 months after the Engagement (which the Client shall immediately notify to Cedar) the Introduction Fee payable by the Client shall be recalculated and the Client shall pay Cedar in accordance with clause 5 below, the amount by which the recalculated Introduction Fee exceeds the Introduction Fee initially paid by the Client.

- 4.7 The Client further undertakes that in the event of the Client effectively Introducing (directly or indirectly) any Candidate to another person, resulting in the Candidate's Engagement by that person (which the Client shall immediately notify to Cedar) the Client shall pay Cedar an Introduction Fee calculated at 30% of the Candidate's Remuneration, unless the Engagement occurs more than 12 months after the Introduction of the Candidate to the Client by Cedar. The Client 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.
- 4.8 The Client consents to the disclosure of information relating to it by Cedar to Candidates.
- 4.9 The Client undertakes not to Engage or seek to Engage any member of Cedar's staff. If any member of Cedar's staff nevertheless accepts an Engagement with the Client within three months of leaving Cedar's Engagement, the Client will pay an Introduction Fee to Cedar as if that member of staff had been Introduced to the Client 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 Client 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.
- 4.10 The Client:
- 4.10.1 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 role; and
- 4.10.2 will inform Cedar immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or the Client.

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 or Euro. Where it is necessary for an exchange rate to be used, Cedar shall use the published mid-market rate. Where Cedar agrees in writing, at its' discretion, that an Introduction Fee or Completion Fee shall become payable on another date than on acceptance of the offer by the Candidate, and where it is necessary for an exchange rate to be used, Cedar may choose to calculate the Introduction Fee or the Completion Fee by reference to the exchange rate on either the Candidate accepted the offer, or the date the Engagement is invoiced.

Contingent Search

- 5.2 In a Contingent Search, the Introduction Fee shall become payable by the Client on either:
- 5.2.1 for Engagements in the UK, the day the Candidate commences employment with the Client;
- 5.2.2 for Engagements outside of the UK, when the Candidate accepts an offer of employment
- 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 Cedar and Engaged by the Client, a further Introduction Fee will be payable.
- 5.4 If, after an offer of Engagement has been accepted by a Candidate, the Client withdraws the offer for reasons other than the Client has come into possession of information you will provide Cedar which you reasonably conclude the Candidate is unsuitable for Role, the Client will be liable for a cancellation fee of 100% of the Introduction Fee. The Client 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.

Retained Search

- 5.5 In a Retained Search, the Introduction Fee will be payable in three equal tranches 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 non-refundable Short-List Fee payable upon the presentation to the Client of Candidate(s) who in the reasonable opinion of Cedar meet the Requirement, calculated on the proposed Remuneration for the role;
- 5.5.3 a Completion Fee payable calculated on the actual Remuneration less any amounts paid under 5.5.1 and 5.5.2. The Completion Fee shall become payable on either the day the Candidate commences employment, if the Engagement is in the UK, or when the Candidate accepts an offer of employment if the Engagement is outside of the UK.

- 5.6 If a Retained Search is cancelled by the Client (which cancellation must be made in writing or by virtue of the conduct of the Client) at any time after payment of the Retainer Fee, Cedar reserves the right to charge the Client the remaining balance of the Total Fee plus all the agreed advertising costs and other expenses incurred by Cedar. The Client 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.
- 5.7 If, during a Retained Search, the Client (in the reasonable opinion of Cedar) materially alters the Requirement for any reason, Cedar reserves the right, to either consider the change as a new Requirement, upon which a new Retainer Fee, Short List Fee and Total Fee shall apply; or to recalculate the Retainer Fee, the Short List Fee and, or the Total Fee, whichever is appropriate in the reasonable opinion of Cedar. If, as a consequence of a Retained Search the Client Engages more than one Candidate, the Client agrees to pay an Introduction Fee for each subsequent Candidate as if it was the consequence of a Contingent Search.

Fixed Term Engagement

- 5.8 If the Client 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 Cedar agrees to accept payment of the Introduction Fee on a pro rata basis subject to a minimum Introduction Fee equal to not less than 3 months, and:
- 5.8.1 the Client 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; the Client shall pay Cedar a further Introduction Fee calculated in accordance with this clause 5.8,
- 5.8.2 the Client undertakes that in the event that it subsequently Engages the Candidate indefinitely it shall pay Cedar a full Introduction Fee calculated in accordance with this clause 5, as if such subsequent Engagement was a new separate and distinct Engagement;
- 5.8.3 any Introduction Fee payable pursuant to the provisions of clause 5.8 on the subsequent Engagement of any temporary worker shall be payable in full notwithstanding any fees paid or payable by the Client to Cedar in respect of any preceding Engagement;
- 5.8.4 the Client shall not be entitled to any rebate in accordance with clause 6 below in respect of the termination of such subsequent Engagement invoiced under clauses 5.8.1, 5.8.2 and 5.8.3; and,
- 5.8.5 Regulation 10 shall not apply.
- 5.9 In the event that any Applicant is rejected by the Client, or the Applicant rejects an offer of Engagement, and the Candidate is subsequently Engaged by the Client within 12 months of the date on which the Candidate was Introduced, the Client shall pay an Introduction Fee to Cedar applicable to a Contingent Search. The Client 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.
- 5.10 Where Cedar incurs a cost in providing an advertising service to the Client pursuant to clause 3.2 above, the Client will pay the advertising costs and any associated artwork costs. Charges for advertising will be separately agreed in writing by the Parties before the advertisement is placed, and will be payable irrespective of whether a Candidate is Engaged. An advertisement may only be cancelled by the Client on sufficient notice to enable Cedar to withdraw the advertisement. Any cancellation costs will be payable by the Client. All costs relating to advertising will be invoiced to, and payable by the Client in accordance with the payment terms set out in clause 5.11 below.
- 5.11 All invoices shall be paid by the Client within 14 days of the invoice date. Any reduction or discount to the Schedule of Fees is conditional upon the Client paying the invoice within the agreed terms and Cedar reserve the right to raise an additional invoice in respect of any such forfeited discount or reduction on any amount outstanding more than 14 days from the due date. Any delay by Cedar in the raising of an invoice in accordance with this clause shall not be taken as a waiver of Cedar's right to such increased fee being paid in any event. The Client acknowledges that this is not a penalty clause, and that such additional fee serves Cedar's legitimate interests as a genuine pre-estimate of loss in this situation. Cedar reserves the right to charge the Client interest on any amount outstanding from the due date of the invoice up to and including the day of payment at the rate of 8% per annum, both before and after Judgment.
- 5.12 If the Client fails to provide Cedar with full details of the Candidate's Remuneration on or before the date upon which the Introduction Fee becomes due, Cedar may at its absolute discretion give notice to the Client as to its assessment of the value of the Candidate's Remuneration. Unless the Client provides Cedar with full details of the Remuneration within 1 week, Cedar's assessment of the Remuneration shall be binding upon the Client for the purposes of determining the Introduction Fee payable by the Client pursuant to this clause 5. For the purpose of clarity, the Introduction Fee shall be based upon the Schedule of Fees prior to the application of any discount or reduction.
- 5.13 If one or more additional people who are working, or have worked, with a Candidate in any capacity (each a 'Member of the Candidate's Team') are Engaged by the Client as a result, directly or indirectly, of the Introduction of that Candidate to the Client by Cedar then:

- 5.13.1 the Client shall be additionally liable to pay to Cedar an Introduction Fee in respect of each and every Member of the Candidate's team based on their respective Remuneration in accordance with clause 5; and
- 5.13.2 the definitions of the terms 'Engaged' and 'Remuneration' in clause 1 and the provisions of clauses 3, 4, 5 and 6 shall apply in respect of each Member of the Candidate's Team as if any reference to the Candidate is and includes a reference to such Member of the Candidate's team.

5.14 If the Client requests that any Fee be invoiced to another group company, as defined by the Companies Act 2013, or other alternative entity, the Client acknowledges that it shall remain liable for payment in the event of non-payment by that entity.

6 REBATES

6.1 For the purpose of this clause 6, Termination will be effective on the last day of the Candidate's Engagement, and "Terminating" shall be construed accordingly.

6.2 In the event of a Candidate Terminating, or the Client lawfully Terminating, an Engagement within the rebate period outlined below, and provided that:

- 6.2.1 all moneys due under the Terms have been paid by the Client in accordance with clause 5.11; and,
- 6.2.2 such Termination is not as a result of redundancy, relocation, internal transfer, pregnancy, injury, or ill-health or by reason of discrimination against the Candidate under the Equality Act 2010; and,
- 6.2.3 such Termination has not arisen where the Client has materially altered the role from that which the Candidate was Introduced or entered into the Engagement with the prior or likely intention of disposing with the Candidate's services or Terminating employment either without proper cause or with a view to obtaining a rebate unfairly; and,
- 6.2.4 the Client serves notice on Cedar in writing of the Termination of the Engagement within 3 working days;
- 6.2.5 Cedar will have the exclusive right for a period of 4 weeks (such right to be exercised at its own discretion) to introduce a replacement Candidate to the Client.

6.3 If after 4 weeks Cedar is unable to introduce a replacement Candidate to the Client, or has exercised its discretion not to; and where the Client qualifies for a rebate in accordance with clause 6.2 above, the Client shall be entitled to a rebate of the Introduction Fee in accordance with the scale below:

6.3.1 Engagement Week	Rebate
1-3	66%
4-7	33%
8-10	20%

6.3.2 If after a Candidate accepts an offer of an Engagement, the Candidate, for any reason, subsequently withdraws their acceptance prior to commencement of the Engagement, no Fee shall be payable or where the Fee has already been invoiced, a 100% rebate shall be provided,

6.4 No rebate shall be payable by Cedar in the event of failure by the Client to adhere to the time limits provided for in clause 6.2 above.

6.5 No rebate shall be made in respect of an Engagement where the Candidate was previously Engaged in any capacity by the Client through Cedar.

6.6 In a Retained Search, a rebate will only ever be payable in respect of the Completion Fee.

6.7 If the Client, or any Person connected to or associated with the Client, re-Engages the Candidate within 12 months of the date of the Termination of the Engagement referred to in clause 6.1 above, any rebate paid to the Client shall be repayable immediately to Cedar in full upon demand.

7 TERMINATION

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:

7.1 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,

- 7.2 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.

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 is the Data Controller and the Client is the Data Processor. Clauses 8.3 to 8.6 below set out the relevant particulars of the Processing as required by the 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 The Client shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under the Terms:
- 8.7.1 Process that Personal Data only on the written instructions of Cedar unless required to do otherwise by applicable law. In that event, the Client shall inform Cedar of such legal requirement before Processing the Personal Data other than in accordance with Cedar's documented instructions, unless that same law prohibits the Client from doing so on important grounds of public interest;
- 8.7.2 ensure that any natural person acting under the authority of the Client who has access to the Personal Data does not Process it except on the instructions of Cedar, unless required to do otherwise under applicable law;
- 8.7.3 ensure that it has in place industry leading security for the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage ; and implement industry leading technical and organisational measures, subject to review and approval by Cedar, 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;
- And the Client shall include, as a minimum, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
- 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 Cedar if it considers that any of Cedar's 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. In which case, the Client shall comply with any safeguards put in place by Cedar to protect the Personal Data. The Client shall also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;

- 8.7.7 notify Cedar 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 Cedar 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 at the written direction of Cedar, and automatically on the termination of the Terms, delete or return Personal Data and copies thereof to Cedar unless required by applicable law to store the Personal Data; provided always that if the Client Engages a Candidate, then such Personal Data may be retained for each such Data Subject until such Engagement has been completed;
 - 8.7.10 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and make available such records and any other information necessary to demonstrate compliance with its obligations as a Data Processor under the Data Protection Legislation, and allow for and contribute to audits by Cedar or Cedar's designated auditor or data supervisory authority on reasonable notice; and,
 - 8.7.11 assist and co-operate with Cedar 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. The Client shall be solely responsible for its own costs in complying with this provision.
- 8.8 Cedar does not consent to the Client appointing any third party processor of Personal Data under the Terms.
- 8.9 The Client shall indemnify Cedar against all loss, liability, damages, costs, third party claims, fees and reasonable incurred expenses which Cedar and/or any of its Candidates may incur or suffer by reason of any breach of this Clause 8 or the Data Protection Legislation by the Client, save where the Client 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 Neither Cedar nor any of its staff shall be liable to the Client for any indirect, special, consequential, additional loss, injury, damage, expense, or delay incurred or suffered by the Client arising from an Engagement: in particular, but not limited to:
- 9.1.1 failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;
 - 9.1.2 failure of the Client to comply with the Regulations or carry out the pre-Engagement checks set out in clause 4.5 above;
 - 9.1.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
 - 9.1.3 any loss, injury, damage, expense, or delay incurred or suffered by a Candidate; and
 - 9.1.4 Provided that nothing in this clause 9 shall be construed as purporting to exclude or limit the liability of Cedar to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977), nor any statutory liability or any exclusion or limitation which is prohibited by law.
- 9.2 The Client 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.
- 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 Client to comply with the Equality Act 2010.
- 9.4 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Cedar set out herein are reasonable and reflected in the Introduction Fee payable to Cedar, and shall accept the risk and/or insure accordingly.
- 9.5 The Client shall indemnify Cedar in respect of any loss, injury, damage, expense or costs that Cedar may incur as a consequence of, or arising from, any breach by the Client 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 Client.
- 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 Client 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 salary levels

30%

Retained Searches:

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

Shortlist Fee – One third of the Total Fee based upon the proposed Remuneration

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

Fee 30%

CLIENT CONTRACT FOR THE SUPPLY OF SERVICES BY A LIMITED COMPANY OR TEMPORARY CANDIDATE

1 INTERPRETATION:

In these Terms & Conditions of Business ("the Terms") the following expressions will be given the following meanings:

"Assignment"	the assignment detailed in the Assignment Schedule for which the Candidate is supplied by Cedar to the Client to provide the Services;
"Assignment Schedule"	the Schedule which details the Services to be provided by the Candidate to the Client;
"AWR"	the Agency Workers Regulations 2010
"Candidate"	the candidate supplied by Cedar to the Client to carry out the Services for the Client (which expression, where the context so admits, will be deemed to include each and every Candidate's Representative);
"Candidate's Representative"	where the Candidate is a Limited Company, the Representative appointed by the Candidate to carry out the Services including any substitute;
"Cedar"	Cedar Recruitment Limited trading as Cedar, registered in England and Wales under number 04665436 whose trading address is at Newlands House, 40 Berners Street, London, W1T 3NA;
"Client"	any person, firm, company, or corporation who approaches Cedar with a view to Engaging a Candidate, or to whom a Candidate is Introduced by Cedar;
"Data Protection Legislation"	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;
"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 or Candidate's Representative by or on behalf of the Client in any site, office or location of the Client whether for the position for which the Candidate or Candidate's Representative is introduced or any other position (and "Engage", "Engaging", "Engages" and "Engaged" will be construed accordingly);
"Fees"	Cedar's fees for the supply of the Candidate to provide the Services to the Client as set out in the Assignment Schedule;
"Introduction"	any means by which a Candidate's or Candidate's Representative's availability for any Engagement (actual or potential, present or future) is communicated to the Client by Cedar including by post, e-mail or phone (and "Introduces" and "Introduced" will be construed accordingly);
"IR35"	any and all legislation, rules and guidance falling under the HMRC off payroll working rules
"Other Payments"	any remuneration payable to the Candidate (other than the Rate of Pay or the Qualifying Rate of Pay), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus;
"Qualifying Period"	12 continuous Calendar Weeks, as defined in regulation 7 of the AWR, subject to regulations 8 and 9 of the AWR;
"Qualifying Rate of Pay"	the increased rate of pay that will be paid to the Candidate after completion of the Qualifying Period under the AWR (if appropriate) if it is higher than the Rate of Pay;
"Rate of Pay"	the day one rate of pay that will be paid to the Candidate by Cedar, unless or until the Qualifying Rate of Pay applies, which is included in the Fees;
"Regulations"	the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended (and any reference in the Terms to a 'Regulation' will be interpreted accordingly);
"Relevant Period"	the longer of either 14 weeks from the first day on which the Candidate provided the Services to the Client, or 8 weeks from the day after the Candidate was last supplied by Cedar to the Client. The 'first

day' will be the first occasion on which a Candidate is supplied to provide the Services for the Client, or the first day of an Assignment where there has been more than 42 days since the end of any previous Assignment;

"Remuneration"	the full-time or whole-time (including where the Engagement is part-time) gross base salary including any allowances or equivalent fees payable for the first year's Engagement (actual or proposed) including 100% of guaranteed bonuses and 2/3rds of discretionary bonuses. The provision of a car is valued at £5,000 additional remuneration;
"Services"	the Services specified in the Assignment Schedule to be provided by the Candidate to the Client, or as otherwise agreed with the Client;
"WTR"	the Working Time Regulations 1998

2 THE CONTRACT

- 2.1 In the Terms words importing the singular will include the plural and vice versa; words importing the masculine gender will 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 Assignment Schedule, all of which will be incorporated in any contract between Cedar and the Client. In the event of any conflict between the Terms and any other terms and conditions, the Terms will prevail unless expressly otherwise agreed in writing by a Director of Cedar. No variation in these Terms will be valid if made without the written consent of a Director of Cedar. The Terms are deemed to have been accepted by the Client by virtue of its request for, interview with, or Engagement of, a Candidate.
- 2.3 The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose will in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions will be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.
- 2.4 For the purposes of the Regulations, when introducing the Candidate to the Client, Cedar is acting as an employment business. If Cedar Introduces a Candidate who is already known to the Client, the Client will evidence this to Cedar within 3 days of the Introduction. If the Client fails to do so, Cedar will be entitled to charge the Client a Fee as if the Client did not know of the Candidate previously.
- 2.5 The Terms will not give rise to any contract between the Candidate and Client, nor render any Candidate or Candidate's Representative an employee of either Cedar or Client. Neither party creates or implies any mutuality of obligation between the Candidate and the Client, or the Candidate and Cedar, either in the course of or between Assignments.
- 2.6 Except as agreed in the Assignment Schedule, the Client is under no obligation to provide any Assignments to Cedar, or to any Candidate or Candidate's Representative; nor is Cedar under any obligation to supply a Candidate or Candidate's Representative to the Client. Upon expiry of an Assignment, neither Cedar nor the Client has any automatic right to continuation; and neither Cedar nor the Client is under any obligation to offer further or alternative Assignments to the Candidate or any Candidate's Representative.
- 2.7 The Candidate will be entitled to provide services to third parties during the Assignment, provided that it does not do so during the same hours as required to provide the Services to the Client, and that no conflict of interest is created with the Services provided to the Client.
- 2.8 The commencement of an Assignment is subject to the Candidate entering into a corresponding contract with Cedar for the provision of the Services to the Client. At any time prior to the commencement of an Assignment, Cedar may without any liability to the Client withdraw from the supply of a Candidate. Cedar will have no liability to the Client should the contract between Cedar and the Candidate not be concluded.

3 OBLIGATIONS OF CEDAR

- 3.1 Prior to the commencement of the Assignment, or if this is not practical upon commencement of the Assignment, Cedar will send the Client the Assignment Schedule specifying the duration of the Assignment, the identity of the Candidate, the Fees payable together with such expenses as may have been agreed, the notice period to terminate the Assignment and any other information relevant to the Assignment.
- 3.2 Cedar is responsible for paying the Candidate.
- 3.3 Cedar will use reasonable endeavours to Introduce a suitable Candidate to the Client to carry out work of such nature as the Client will notify to Cedar when requesting a Candidate. Cedar does not warrant, represent or undertake to find a suitable Candidate for each vacancy notified to it by the Client.

- 3.4 When Introducing a Candidate to the Client, Cedar shall, to the extent required by the Regulations, inform the Client of the identity of that Candidate; that such Candidate has the necessary or required experience, training, qualifications and any authorisations required by law or a professional body to work on the Assignment; and that such Candidate is willing to work on the Assignment.
- 3.5 Where such information is not given in writing it will be confirmed by such means by the end of the third business day following, save where the Candidate is being Introduced for an Assignment in the same position as one in which the Candidate had previously been supplied within the previous five business days and such information has been given to the Client, unless the Client requests that the information be resubmitted.
- 3.6 Where the Candidate is required by law, or any professional body, to have any qualifications or authorisations to work on the Assignment, or the Assignment involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, Cedar will, to the extent required by the Regulations, take all reasonably practical steps to obtain and offer to provide to the Client:
- 3.6.1 copies of any relevant qualifications or authorisations of the Candidate; and
- 3.6.2 two references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client. Cedar will take all reasonably practical steps to confirm that the Candidate is suitable for the Assignment. If Cedar is unable to do any of the above, it will inform the Client of the steps it has taken to obtain this information in any event.
- 3.7 Cedar will use its best endeavours to ensure that the Candidate provides such facilities, tools and equipment as are necessary for the performance of the Services, whether away from the Client Site or otherwise.
- 3.8 Cedar will not, and will use its best endeavours to ensure that the Candidate will not, engage in any conduct detrimental to the interests of the Client, including any conduct tending to bring the Parties into disrepute or which results in the loss of custom or business.
- 3.9 Cedar will use its best endeavours to ensure that in the provision of the Services, the Candidate will comply with all applicable laws, rules and regulations specified by the Client (including, without limitation, rules and regulations in respect of any statutory obligations, data protection legislation, health and safety, money laundering, anti-bribery, confidentiality, internet and email use, and security). Further, Cedar will use its best endeavours to ensure that the Candidate takes all reasonable steps to safeguard his health and safety during the Assignment, and the health and safety of any third party who may be affected by the Candidate's actions during the Assignment (whether at the Client Site or otherwise).
- 3.10 Where the AWR apply to the Candidate, Cedar will be responsible for, or will procure the outsourcing of:
- 3.10.1 paying the Candidate the wages and reimbursement of expenses to which the Candidate is entitled by reason of carrying out work for the Client;
- And, where appropriate:
- 3.10.2 making deductions and accounting to HM Revenue and Customs for income tax in respect of the remuneration of each Candidate;
- 3.10.3 making deductions and accounting for all necessary national insurance contributions relevant to the remuneration of each Candidate;
- 3.10.4 making payments and deductions relevant to each Candidate's pension arrangements as are required by law.

4 OBLIGATIONS OF THE CLIENT

- 4.1 The Client will specify its exact requirements (including any special skills) by providing Cedar with full details of the Assignment for which the Candidate is required. The Client will not allow any Candidate to undertake any work other than that which has been notified by the Client.
- 4.2 The Client will verify at the time that the Candidate begins to provide the Services that the Candidate is suitable for the Assignment, and that he has the capability to carry out the duties required with due care and skill. The Client will be responsible for obtaining any work and other permits, and for ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 4.3 The Client undertakes to comply with all obligations, duties and regulations (whether statutory or otherwise) in any way arising from the Services to be provided by the Candidate.

- 4.4 The Client acknowledges that unless the AWR apply to the Assignment, the Candidate will co-operate with the Client's reasonable instructions whilst retaining its own direction and control over the manner, time and place in which it or each Candidate's Representative provides the Services during the Assignment.
- 4.5 The Client warrants to Cedar that its computers, operating systems and any software which the Candidate may be asked to use or modify as part of the Assignment, are either the property of the Client or are lawfully licensed to the Client, such that the Client has the right to authorise third parties such as the Candidate to use or modify all such computer systems and software. The Client will indemnify and hold harmless Cedar for any liability incurred as a result of the Client's breach of this clause 4.5.
- 4.6 The Client will pay the Fees in accordance with clause 5 below as detailed in the Assignment Schedule, or as may be varied during the Assignment or any extension.
- 4.7 The Client will not be liable to pay the Fees when Services are not provided due to the Candidate's illness or holidays. If during an Assignment the Candidate is available to provide the Services, and the Client does not require the Services to be provided during that period, including when either the Company or the Client has given notice to terminate the Assignment, the Client will remain liable to pay the Fees as if the Services had been provided.
- 4.8 All Fees shall be paid by the Client within 14 days of the invoice date. Cedar reserves the right to charge interest on any overdue amounts at the rate of 8% per annum from the due date until the date of payment. Any breach of this clause 4.8 will entitle Cedar to terminate, without prior notice, each and every Assignment concluded under the Terms.

Additional Obligations of the Client if the AWR apply to the Assignment

- 4.9 Before the start of the Assignment, or, where that is not reasonably practicable, within 7 days of the start of each Assignment, the Client will confirm to Cedar, in writing, the relevant terms and conditions relating to pay, the duration of working time, night work, rest periods, rest breaks and annual leave (as defined in Regulation 6 of the AWR) of any employees (or workers) working for and under the supervision and direction of the Client and engaged in the same or broadly similar work as that for which the Candidate is required in respect of that Assignment having regard, if relevant, to whether they have a similar level of qualification and skill.
- 4.10 The Client will provide Cedar within 7 days of a request at any time with the information specified in Regulation 14(3) (a) of the AWR.
- 4.11 The Client will comply with its obligations under the AWR and in particular:
- 4.11.1 insofar as it lies within the Client's power to do so, ensure that the Candidate receives any rights in relation to basic working and employment conditions to which he is entitled under Regulation 5 of the AWR;
- 4.11.2 ensure that, unless less favourable treatment is justified on objective grounds, the Candidate is treated no less favourably than a comparable worker in relation to the collective facilities and amenities provided by the in accordance with Regulation 12 of the AWR Client (as these terms are defined in the AWR);
- 4.11.3 ensure that during the Assignment the Candidate is informed of any relevant vacant posts with the Client to give the Candidate the same opportunity as a comparable worker to find permanent employment with the Client in accordance with Regulation 13 of the AWR.
- 4.12 The Client warrants that it will do nothing to cause Cedar to be in breach of its obligations under the AWR.
- 4.13 The Client undertakes to comply with all obligations, duties and regulations (whether statutory or otherwise) in any way arising from the Services to be provided by the Candidate.
- 4.14 The Client will assist Cedar in complying with its duties under the WTR by supplying any relevant information about the Assignment requested by Cedar.
- 4.15 The Client will do nothing to cause Cedar to be in breach of its obligations under the WTR, and where the services of a Candidate are required or may be required for more than 48 hours in any week, notify Cedar of this requirement before the commencement of that week.
- 4.16 The Client agrees that where AWR applies each Candidate or Candidate's Representative will be treated as if he is the employee of the Client throughout the duration of the Assignment and undertakes to exercise all appropriate supervision, direction and control over the manner, time and place in which each Candidate carries out his or her work for the Client.
- 4.17 The Client acknowledges and agrees that:
- 4.17.1 Candidates supplied by Cedar are engaged under contracts for services and are not the employees of Cedar;

4.17.2 Candidates supplied by Cedar are deemed to be under the supervision, direction and control of the Client from the time when they report to the Client to take up their duties until their Assignment ends;

4.17.3 it is responsible for all acts, errors and omissions, whether wilful, negligent or otherwise, as if the Candidate was the Client's employee;

4.18 The Client will in all respects comply with all statutes, byelaws and other legal requirements and codes of practice to which the Client is ordinarily subject in respect of its own staff, including the WTR and the Health and Safety at Work Act 1974;

4.19 The Client will provide adequate Employer's Liability and Public liability insurance cover for the Candidate during all Assignments; and

4.20 The Client shall at all times comply with IR35 and shall use reasonable endeavours to ensure that any status determination has been reached in accordance with IR35.

5 FEES AND EXPENSES

5.1 The Client will pay the Fees detailed in the Assignment Schedule to Cedar for the supply of a Candidate; and such travel and other expenses as may be agreed between the Client and Cedar, as invoiced by Cedar to the Client. The Client agrees that it shall pay any increase in Fees as may arise from the proper application of AWR or IR35, including but not limited to those arising from a failure of the Client to provide the correct information to the timescales set out under the AWR or IR35.

5.2 Cedar will only administer and pay expenses incurred by the Candidate on behalf of the Client if such expenses are agreed in advance by the Client.

5.3 The Client will pay VAT at the prevailing rate.

5.4 No rebates are payable in respect of the Fees.

5.5 Cedar reserves the right to assign the right to render invoices and receive payments to a third party.

5.6 If the Client requests that any Fee be invoiced to another group company, as defined by the Companies Act 2013, or other alternative entity, the Client acknowledges that it shall remain liable for payment in the event of non-payment by that entity.

6 TIME SHEETS AND INVOICING

6.1 At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week) the Client will verify the execution of the Services provided by the Candidate by authorising the Time Sheet through the online portal.

6.2 Verification of the execution of the Services by the Client constitutes acceptance that the Candidate has provided the Services satisfactorily and in accordance with the Terms. Failure to sign the Time Sheet does not affect the Client's obligation to pay the Fees in respect of the work done.

6.3 If the Client is unable to authorise a Time Sheet produced because it disputes the time claimed by the Candidate, the Client will inform Cedar within 24 hours of the Time Sheet being produced by the Candidate. The Client will co-operate fully with Cedar to enable it to establish what time, if any, was worked by the Candidate. Failure to sign the Time Sheet does not absolve the Client's obligation to pay the Fees in respect of the time worked.

6.4 The Client will not be entitled to decline to authorise a Time Sheet on the basis that it is dissatisfied with the Services provided by the Candidate. In cases of unsuitable work, clause 8 below will apply.

6.5 The Client shall keep logins and passwords for the online portal secure, and will indemnify Cedar against all loss, liability, damages, costs, third party claims, fees and reasonably incurred expenses which Cedar and/or any of its Candidates or Candidates' Representatives may incur or suffer by reason of any breach of this Clause 6.5.

7 TRANSFER AND INTRODUCTION FEES

7.1 If the Client Engages a Candidate or Candidate's Representative supplied by Cedar either directly or pursuant to being supplied by another employment business, within either the duration of the Assignment or the Relevant Period, the Client shall, subject to electing by giving 7 days' notice, be liable to pay either:

7.1.1 An extended period of hire of the Candidate or Candidate's Representative of 26 weeks, during which the Client will pay the Fees agreed pursuant to the Terms for the time during which the Candidate or Candidate's Representative is supplied; or

- 7.1.2 A Transfer Fee equal to 30% of the Remuneration. If the actual amount of the Remuneration is not known, a Transfer Fee equal to the Fees calculated at the hourly charge multiplied by 557 or, the daily charge multiplied by 74 (as applicable).
- 7.2 If the Client does not give such notice before a Candidate or Candidate's Representative is Engaged, the Parties agree that the Transfer Fee will be payable by the Client.
- 7.3 In the event that there is an Introduction of a Candidate or Candidate's Representative to the Client which does not result in the supply of that Candidate or Candidate's Representative by Cedar to the Client, but which leads to the Engagement of the Candidate by the Client either directly or pursuant to being supplied by another employment business, within 12 months from the date of Introduction, the Client will be liable to pay Cedar an Introduction Fee equal to 30% of the Remuneration. If the actual amount of the Remuneration is not known, a Transfer Fee equal to the Fees calculated at the hourly charge agreed pursuant to the Terms multiplied by 557; or, the daily charge agreed pursuant to the Terms multiplied by 74 (as applicable).
- 7.4 In the event that there is an Introduction of a Candidate or Candidate's Representative to the Client which does not result in the supply of that Candidate or Candidate's Representative by Cedar to the Client, but the Candidate or Candidate's Representative is Introduced by the Client to a third party which leads to the Engagement of the Candidate or Candidate's Representative by the third party within 12 months from the date of Introduction, the Client will be liable to pay Cedar an Introduction Fee equal to 30% of the Remuneration applicable during the first 12 months of the Engagement. If the actual amount of the Remuneration is not known, a Transfer Fee equal to the Fees calculated at the hourly charge agreed pursuant to the Terms multiplied by 557; or, the daily charge agreed pursuant to the Terms multiplied by 74 (as applicable). In this situation, if the Client is an RPO or similar outsource provider, the Introduction Fee will apply if the Candidate or Candidate's Representative is Introduced to the Client's client or the end user.
- 7.5 VAT is payable in addition to any Transfer or Introduction Fee due under this clause 7.
- 7.6 No refund of any Introduction Fee or Transfer Fee will be paid in the event that an Engagement subsequently terminates.
- 7.8 The Client acknowledges that the Transfer and Introduction Fees recognise the losses and additional management costs incurred by Cedar in these situations, that they represent liquidated damages, and that they are not penalty clauses.
- 7.9 The Client undertakes not to Engage or seek to Engage any member of Cedar's staff. If any member of Cedar's staff nevertheless accepts an Engagement with the Client within three months of leaving Cedar's Engagement, the Client will pay an Introduction Fee to Cedar as if that member of staff had been Introduced to the Client 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 Client 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.
- 7.10 Any reduction or discount to the fees in clause 7 are conditional upon the Client paying the invoice within the agreed terms and Cedar reserve the right to raise an additional invoice in respect of any forfeited discount or reduction in respect of any amount outstanding more than 14 days from the due date. Any delay by Cedar in the raising of an invoice in accordance with this clause shall not be taken as a waiver of Cedar's right to such increased fee being paid in any event. The Client acknowledges that this is not a penalty clause, and that such additional fee serves Cedar's legitimate interests as a genuine pre-estimate of loss in this situation.

8 UNSATISFACTORY PERFORMANCE

- 8.1 If within the first day of the Assignment the Client reasonably considers that the Services provided by the Candidate are unsatisfactory, the Client may terminate the Assignment immediately by directing Cedar to cease the supply of the Candidate without notice. In such circumstances the Client will remain liable to pay the Fees for the Services already provided by the Candidate.
- 8.2 If the Candidate fails to provide the Services, or notifies the Client that it is unable to provide the Services for any reason, the Client will notify Cedar immediately and in any event within 24 hours. If the Client fails to do so it will remain liable to pay the Fees regardless of whether the Services have been provided or not.
- 8.3 Cedar will notify the Client immediately if it receives information which gives it reasonable grounds to believe that a Candidate supplied to the Client is unsuitable for the Assignment, and will terminate the Assignment with immediate effect by giving notice to the Client.

9 SUBSTITUTION OF CANDIDATE'S REPRESENTATIVE

- 9.1 Where the Candidate is a Limited Company, the Candidate will ensure that the Services are initially performed by the Candidate's Representative named in the Assignment Schedule.
- 9.2 During the Assignment the Client agrees that the Candidate will be entitled to substitute the initial Candidate's Representative for a substitute Candidate's Representative, subject to the following conditions being met:
- 9.2.1 Any substitute Candidate's Representative has at least the equivalent levels of skill, qualifications, experience and training as the initial Candidate's Representative, in order for the required standards of the Services to be met.

- 9.2.2 Any substitute Candidate's Representative will have the legal right to work in the country where the Services are carried out.
- 9.2.3 At the Client's request, the initial Candidate's Representative will conduct a handover for a period of no more than 5 days, during which time he will work alongside the substitute Candidate's Representative in order to ensure that the substitute Candidate's Representative is familiar with the Client's Assignment requirements, the working environment, and any timetable or deadlines to be completed. Cedar will not make any additional charge for the substitute Candidate's Representative during such handover period.

10 CONFIDENTIALITY, INTELLECTUAL PROPERTY AND DATA PROTECTION

- 10.1 Both Parties agree that they will keep confidential all information of a confidential or commercially sensitive nature that it obtains from the other Party (or from any person acting on behalf of the other Party) ("the Confidential Information"), and will use the Confidential Information solely to fulfil their respective obligations under the Terms or as may be required by law.
- 10.2 For the purposes of this Clause 10, the following will not be classified as Confidential Information:
- 10.2.1 information which is publicly known at the time of disclosure;
- 10.2.2 information which, after disclosure by either party, becomes publicly known other than through a breach of this contract;
- 10.2.3 information which either Party can demonstrate was already known to it prior to its disclosure by the other Party;
- 10.2.4 information which either Party can show was developed independently by its own employees, agents or subcontractors, who were not aware of the information disclosed by the other Party;
- 10.2.5 information which either Party can show was made available to it by a third party, who had the legal right to do so, and who had not imposed on that party any obligation of confidentiality.
- 10.3 Cedar will at the request of the Client use its best endeavours to ensure that the Candidate and/or Candidate's Representative signs such confidentiality agreement(s) in favour of the Client as the Client may reasonably require.
- 10.4 The Terms are Confidential Information. The Client may not enter into direct negotiations or discussions with the Candidate with regard to Fees, income, Assignment duration or termination without the express prior written consent of Cedar.
- 10.5 All property, software, and other materials supplied by the Client during the Assignment will at all times remain the property of the Client.
- 10.6 Upon payment by the Client for the Services, all copyright, trade marks, patents, design rights and any other intellectual property rights deriving from the Services carried out by the Candidate (the "Works"), will belong absolutely to the Client. Accordingly, Cedar will (and will use its best endeavours to ensure that the Candidate and/or the Candidate's Representative shall) execute all such documents and do all such acts as the Client may from time to time require, in order to give effect to its rights pursuant to this clause and to vest legal and beneficial title to the Works in the Client.
- 10.7 Upon payment by the Client for the Services, Cedar shall, where requested, use its best endeavours to assign to the Client all existing and future Intellectual Property Rights in the Assignment, and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under the Terms, Cedar holds legal title in these rights and inventions on trust for the Client.
- 10.8 Cedar shall, where requested, use its best endeavours to ensure the Candidate waives any moral rights in the Works to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of the Works infringes the Candidate's moral rights.
- 10.9 Notwithstanding the above clauses, Cedar and the Candidate will be entitled to continue to use and exploit methodologies, techniques, procedures and know-how employed in or associated with the Assignment.
- 10.10 For the purpose of clauses 10.10 to 10.20, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" will have the meanings prescribed under the Data Protection Legislation.
- 10.11 The Parties acknowledge that for the purposes of the Data Protection Legislation, they are both Data Controllers in common with each other, and will be Data Processors in their own right. Clauses 10.12 to 10.15 below set out the relevant particulars of the Processing as required by the Data Protection Legislation.

- 10.12 The subject matter of Data Processing is to Process Candidate or Candidate Representative Personal Data as is necessary to receive the Services pursuant to the Agreement.
- 10.13 The nature and purpose of the Data Processing is to provide the recruitment services pursuant to the Agreement.
- 10.14 The category of Data Subjects is Candidates, Candidate Representatives and any other individuals Introduced pursuant to the Agreement.
- 10.15 The type of Personal Data will include a Candidate's and Candidate's Representative'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).
- 10.16 The Client shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this Agreement:
- 10.16.1 Process that Personal Data only on the written instructions of Cedar unless required to do otherwise by applicable law. In that event, the Client will inform Cedar of such legal requirement before Processing the Personal Data other than in accordance with Cedar's documented instructions, unless that same law prohibits the Client from doing so on important grounds of public interest;
 - 10.16.2 ensure that any natural person acting under the authority of the Client who has access to the Personal Data does not Process it except on the instructions of Cedar, unless required to do otherwise under applicable law;
 - 10.16.3 ensure that it has in place industry leading security for the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage ; and implement industry leading technical and organisational measures, subject to review and approval by Cedar, 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:
 - 10.16.3.1 the nature, scope, context and purposes of the Processing of the Personal Data to be protected,
 - 10.16.3.2 the state of the art in technological developments in information security; and
 - 10.16.3.3 the cost of implementing any measures;

And the Client will include, as a minimum, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
 - 10.16.4 ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
 - 10.16.5 immediately inform Cedar if it considers that any of Cedar's instructions infringe the Data Protection Legislation;
 - 10.16.6 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. In which case, the Client will comply with any safeguards put in place by Cedar to protect the Personal Data. The Client will also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;
 - 10.16.7 notify Cedar without undue delay on becoming aware of a Personal Data breach, which will 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;
 - 10.16.8 notify Cedar 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;
 - 10.16.9 at the written direction of Cedar, and automatically on the termination of the Agreement or the earlier termination of any Assignment, delete or return Personal Data and copies thereof to Cedar unless required by applicable law to store the Personal Data; provided always that if the Client Engages a Candidate or a Candidate's Representative, then such Personal Data may be retained for each such Data Subject until such Engagement has been completed;
 - 10.16.10 maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and make available such records and any other information necessary to demonstrate compliance with its obligations as a Data

Processor under the Data Protection Legislation, and allow for and contribute to audits by Cedar or Cedar's designated auditor or data supervisory authority on reasonable notice; and,

- 10.16.11 assist and co-operate with Cedar 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. The Client will be solely responsible for its own costs in complying with this provision.

10.17 Cedar does not consent to the Client appointing any third party processor of Personal Data under the Agreement.

10.18 Cedar warrants that the Candidate, the Candidate's Representative and any substitute has provided his formal consent under the Data Protection Legislation to the storage, processing and transmission of his Personal Data by Cedar only for purposes relating to any actual or potential Assignment, whether within or outside the EU.

10.19 Cedar will use its best endeavours to ensure that the Candidate and the Candidate's Representative will comply with the Data Protection Legislation.

10.20 The Client will indemnify Cedar against all loss, liability, damages, costs, third party claims, fees and reasonable incurred expenses which Cedar and/or any of its Candidates or Candidate's Representatives may incur or suffer by reason of any breach of this Clause 10 or the Data Protection Legislation by the Client, save where the Client is acting at the direct instruction of Cedar. This indemnity will only apply to the extent that such losses, liability, damages, costs, claims, fees and expenses are not materially contributed to by Cedar.

11 TERM AND TERMINATION

11.1 The notice periods for either Party to terminate an Assignment are set out in the Assignment Schedule.

11.2 The Terms will automatically terminate on the completion, expiry or sooner termination of the Assignment.

11.3 Cedar may forthwith terminate each and every Assignment concluded under the Terms without liability to the Client by giving immediate notice to the Client at any time if:

11.3.1 the Client fails to comply with any of its obligations under the Terms, including but not limited to payment of the Fees;

11.3.2 the Client makes any voluntary arrangement with its creditors (within the meaning of Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than the purpose of amalgamation or reconstruction); or

11.3.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

11.3.4 the Client ceases, or threatens to cease, to carry on business.

11.3.5 in the reasonable opinion of Cedar it believes that the Candidate is unwilling, unable or unsuitable for ongoing performance of the Services.

12 LIABILITY AND INDEMNITY

12.1 Neither Cedar nor any of its staff will be liable to the Client for any indirect, special, consequential or additional loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Assignment and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

12.1.1 failure of the Candidate to meet the requirements of the Client when providing the Services;

12.1.2 any act or omission of the Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

12.1.3 any loss, injury, damage, expense or delay incurred or caused by the Candidate;

12.1.4 any loss, injury, damage, expense, costs or delay suffered by any third party as a result of the Client's breach of the Terms;

Save that nothing in this clause 12 will be construed as purporting to exclude or restrict liability of Cedar to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law including any liability for fraud including fraudulent misrepresentation.

12.2 In consideration of Cedar entering into a contract with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify Cedar in respect of any and all liability for 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 the Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; save that this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Assignment.

12.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Cedar set out herein are reasonable, and will either accept the risk or insure against accordingly. The Client will ensure the provision of adequate and suitable policies of Employers Liability Insurance, Public and Products Liability Insurance and Professional Indemnity Insurance, to cover the performance and liabilities of Cedar under the Terms.

12.4 The Client shall indemnify Cedar for any losses, costs and expenses arising from the failure of the Client to adhere to IR35, including, but not limited to the failure to provide an accurate status determination, or failure to provide an updated status determination in the event of a change of circumstances relating to the Assignment.

13 MISCELLANEOUS

13.1 Cedar reserves the right to review and to revise the Terms with prior notice to the Client.

13.2 A notice required or permitted to be given by either Party to the other under the Terms will be in writing addressed to that other Party at its registered office or principal place of business.

13.3 No waiver by Cedar of any breach of the Terms by the Client will be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 If any provision of the Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and the remainder of the provision in question will not be affected.

13.5 Except as expressly provided in the Terms a person who is not a party to the Contract will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce 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.

13.6 These Terms will be governed by and construed in accordance with the laws of England and Wales.

13.7 Any clauses in the Terms that are expressly stated, or by implication intended, to apply after expiry or termination of the Terms shall continue in full force and effect after such expiry or termination.