



3 The Library, St Philips Courtyard, Church Hill, Coleshill, B46 3AD
Tel: 01675 624500 www.tmrgroup.co.uk

Terms of Business for the Introduction of Permanent Applicants to Clients

In this Agreement

“TMR Group” means The Marketing Recruitment Group Ltd or any division established by TMR Group to provide recruitment services to Clients;

“Client” means the person, Company, Partnership or legal body to whom TMR GROUP introduces an Applicant;

“Applicant” means the person Introduced by TMR GROUP to the Client;

“Engagement” means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, under a contract of, or, for services, agency, licence or otherwise (for the avoidance of doubt including those occasions where the Applicant’s services are provided through a limited company of which the Applicant is an officer or employee.

“Introduction” means where the Client interviews an Applicant in person or via telephone or other means, or TMR GROUP’s passing to the Client of the Applicant’s CV/details leads to an engagement of that Applicant;

“Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“Remuneration” includes basic salary, guaranteed or anticipated bonus, inducement payment. Where a company car is provided by the Client, a notional amount of £5000 will be added to the salary in order to calculate the fee payable;

“Third Party” means any person or Company who is not the direct Client. This includes any associated or subsidiary companies of the client

1. These Terms constitute a contract between TMR GROUP and the Client and are deemed to be accepted by the Client by its request to interview an Applicant via TMR GROUP, or the Engagement by the Client of an Applicant via TMR GROUP, or the passing of information about the Applicant via TMR GROUP by the Client to any Third Party. For the avoidance of doubt, these Terms shall apply whether the Applicant is engaged by the Client in any capacity whatsoever.

1.1 These Terms supersede all previous agreements between the parties.

1.2 Any variation to these terms must be confirmed by TMR GROUP to the client in writing or email to be valid.

2. Obligations of TMR GROUP

2.1 TMR GROUP shall use reasonable endeavours to provide suitable Applicants to meet the Clients requirements for any particular vacancy but does not guarantee to find a suitable Applicant for any vacancy. Without prejudice to clause 3.2 below, TMR GROUP shall use reasonable endeavours to ascertain that the information provided by TMR GROUP to the Client in respect of each Applicant is accurate but cannot be held responsible should this not be the case and it is held that the Client must satisfy itself as to the suitability of the Applicant (3.1).

3. Client Obligations

3.1 The Client shall satisfy itself as to the suitability of the Applicant. The Client is responsible for obtaining suitable references from previous employers, work permits and any other permissions that may be required to work, the arrangement of medical examinations and investigations as required for any Applicant, and for satisfying any other requirements, qualifications or permissions required by law of the country in which the Applicant is engaged to work.

3.2 To enable TMR GROUP to comply with its obligations under clause 2 the Client undertakes to provide TMR GROUP with full details of the position, including the type of work the Applicant may be required to carry out; the location; hours of work; the experience, training, qualifications the Applicant should possess in order to be successful in the position; and any risks to health or safety and what steps have been taken to prevent or control such risks.

3.3 The Client shall provide details of the expected remuneration level along with any other benefits that would be offered and the length of notice that the Candidate would be entitled to give, and receive, to terminate their employment.



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3.4 The Client shall inform TMR GROUP within 1 working day if it receives details of an Applicant from TMR GROUP which it has already received from another agency or any other source for the same vacancy. If no such notification is given then the Client agrees TMR GROUP is entitled to charge a fee in accordance with clause 5.2. if that Applicant is engaged

3.5 The Client agrees to notify TMR GROUP as soon as possible of any offer of Engagement which it makes to the Applicant whether accepted or not and provide TMR GROUP with full details of the Remuneration package offered.

4. Fees & Charges

4.1 The Client will pay TMR GROUP a fee calculated in accordance with clause 4.4 where it Engages, whether directly or indirectly, any Applicant Introduced by TMR GROUP within 12 months from the date of TMR GROUP's Introduction.

4.2 All fee's must be paid within 14 days of invoice date, unless otherwise agreed with TMR GROUP in writing or email.

4.3 Introductions of Applicants details are strictly confidential. Where the Client discloses to a Third Party any details regarding a Candidate Introduced by TMR GROUP and that Third Party subsequently engages the Applicant within 12 months from the date of the Introduction, the Client shall pay TMR GROUP's fee as set out in clause 4.4. There shall be no entitlement to any rebate or refund to the Client or Third Party.

4.4 The fee payable will be calculated as a percentage of the Applicant's first years Remuneration package (as set out in the table below). VAT will be charged on the fee where applicable. Late payment will attract an interest charge of base rate plus 5% per month.

Applicant's Remuneration	Percentage fee payable
To £28,000	18%
£28,001-£40,000	20%
£40,001 - £50,000	22.5%
£50,001 +	25%

4.5 Where the amount of the Remuneration is unknown TMR GROUP will charge a fee calculated in accordance with 4.4 based on the maximum level of remuneration applicable for the type of position the Applicant had been originally submitted to the Client for compared with similar positions in the general marketplace.

4.6 Where the Engagement is for a fixed term of less than 12 months, the fee in clause 4.4 will be pro-rata'd. If the Engagement is extended beyond the initial term or the Client re-Engages the Applicant within 12 months from the date of termination of the first Engagement, the Client shall pay a further fee based on the Remuneration applicable for the period of Engagement following the initial fixed term period up to the termination of the second Engagement or until the Applicant has been engaged for a total of one year.

4.7 Charges incurred by TMR GROUP at the Client's request in respect of advertising or any other services will be charged to the Client in addition to the fee and such charges will be due within 14 days of invoice date whether or not the Applicant is engaged.

4.8 If the client has negotiated 'Special Terms' which have been agreed by TMR GROUP, and the Client subsequently breaks these terms in any way whatsoever then the full fee, calculated with reference to 4.4, becomes due and not the rate or terms as negotiated under any 'special terms'. In this event an additional invoice will be raised for the difference between the 'Special Terms' fee rate and the relevant fee level as per the fee table at 4.4. Payment of the new invoice is immediate and not 14 days as in 4.2.

4.9 Where the client makes a written offer to an Applicant and that offer is accepted by the Applicant and a start date has been agreed between the client and Applicant, either verbally or in writing, then in the event the client subsequently withdraws that offer for any reason whatsoever other than receipt of unsatisfactory references, the client accepts that a fee of 50% of the fee that would have been due to TMR GROUP either under the fee table at 4.4, or under any negotiated 'special terms' will be due to TMR GROUP. TMR GROUP invoice will be issued to the client upon receipt of such information and the payment terms will be as 4.2. The client accepts no rebate will be due on any invoice so issued.



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5. Invoices

5.1 Except in the circumstances set out in clauses 4.3 and 4.9, no invoice will be issued to the Client until an Applicant commences Engagement with the Client.

5.2 TMR GROUP will invoice the Client on the Applicants start date with the Client and the Client agrees to pay the amount due within 14 days of the date of the invoice.

5.3 Any invoice queries must be raised to TMR GROUP immediately (within 5 days) detailing the nature of the query. In the event no such notification is received the invoice shall be classed as accepted and payment is due in line with clause 5.2.

5.4 TMR GROUP reserves the right to charge interest on invoiced amounts overdue at the rate of 5% per month on the balance outstanding.

6. Rebates

6.1 The following conditions must have been met in order for the Client to qualify for a rebate or refill.

a) TMR GROUP invoice relating to the fee must have been paid within the payment terms in accordance with clause 5.2, or as agreed and stated as otherwise on the invoice;

b) The Client must notify TMR GROUP that the Applicant's Engagement ended within 5 days of the Engagement ending or within 5 days of notice being given to end the Engagement; whichever is earlier;

c) The Applicant's Engagement is not terminated by reason of redundancy, re-organisation or change in strategy of the Client;

d) The Applicant did not leave the Engagement because they believed that the nature of the work was substantially different from the information the Client provided prior to the Applicant's acceptance of the Engagement;

e) The Applicant did not leave the Engagement as a result of discrimination or other acts against the Applicant;

6.2 TMR GROUP reserves the right to refill an Engagement that is terminated for any reason whatsoever within the first 70 days and will be given 10 days to present the Client with further CV's for the role. The Client agrees to respond to the CV's presented within 3 days to discuss and/or arrange interviews. The Client agrees that should no contact be made with TMR Group within a period of 3 days following the submission of further CV's or the arrangement of further interviews by TMR Group the Client will no longer to be entitled to any credit or refund. On the successful completion of the refill any difference in the Remuneration package will be either credited back to the Client or re-invoiced with the higher amount depending on the outcome.

6.3 Rebates to Clients will be made on the following basis in accordance with 6.1 if the Engagement of the Candidate is terminated by the Client or the Candidate within the time periods specified below.

Duration of Employment	Percentage of Fee to be rebated
Up to 14 days	100%
15 days to 28 days	75%
29 days to 42 days	50%
43 days to 70 days	10%
Over 71 days	0%

6.4 If the Client re-engages the Candidate either on an employment or indirect basis, any rebate paid to the Client under clause 6.2 in respect of that Candidate, shall be immediately repaid to TMR GROUP by the Client.

7 Liability and Indemnity

7.1 TMR GROUP shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct or otherwise) which may be suffered or incurred by the Client arising from or connected with TMR GROUP searching for an Applicant for the Client, or any introduction by TMR GROUP to the Client, or TMR GROUP's failure to introduce an Applicant to the Client. For the avoidance of doubt, this does not include TMR GROUP's liability for death or personal injury arising from TMR GROUP's negligence.

7.2 The Client shall indemnify and keep indemnified TMR GROUP against any costs (including legal costs), claims or liabilities incurred directly or indirectly by TMR GROUP arising out of or in connection with these Terms including (without limitation) as a result of,

a) any breach of these Terms by the Client or by its employees or agents; and/or



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- b) any breach by the Client or Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and the Regulations); and/or
- c) any unauthorised disclosure of an Applicants details by the Client or Third Party, or any of its employees or agents.

8. Termination

8.1 These Terms may be terminated by either party giving to the other immediate notice in the event that either TMR GROUP or the Client goes into liquidation, becomes bankrupt, enters into an arrangement with creditors, has a receiver or administrator appointed or where TMR GROUP has reasonable grounds to believe the Client will not pay TRMG's invoice within the payment terms in clause 5.2.

9. Equal Opportunities

9.1 TMR GROUP is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation with regard to the process of selecting and treatment of Candidates.

10. Data Protection and Confidentiality

10.1 All information contained within these Terms is confidential and the Client will not divulge it to any Third Party other than its own employees and professional advisers and as may be required by law.

10.2 The Client agrees to comply with the Data Protection Act 2018 ("the Act") and will not cause or seek to cause TMR GROUP to breach the Act in connection with these Terms and will provide any and all information requested by TMR GROUP in a timely manner to assist TMR GROUP to respond to a Data Subject access request (as defined with the Act).

Data Protection Legislation means all applicable data protection legislation for the time being in force in the UK or any part of it including the Data Protection Act 2018, the General Data Protection Regulation (Regulation 2016-678) ('GDPR') and national legislation implementing or supporting it in the UK).

Each party shall:

At all times during the term of this agreement comply with the Data Protection Legislation; and

To the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations under this agreement.

The terms '**personal data**', '**personal data breach**', '**process**' and '**processor**' shall have the meanings given in the GDPR. The Client shall, be responsible for providing to TMR GROUP a description of the personal data required to be processed under this agreement and any further details required pursuant to ensuring compliance with the Data Protection Legislation. In relation to all personal data provided or made available to the Client by or on behalf of TMR GROUP, the parties agree that TMR GROUP:

acts only as a processor;

shall only process such personal data in accordance with this Agreement and the Clients instructions issued from time to time (which the client shall ensure are compliant with the Data Protection Legislation).

shall implement and operate, and shall procure that any permitted sub-processor implements and operates, appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by any processing of such personal data, in particular protection from accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by TMR GROUP pursuant to this Agreement; and



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Shall not, without the prior written consent of the Client, transfer any such personal data to a country or territory outside the European Economic Area unless adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Legislation.

take reasonable steps to ensure the reliability of any of its staff who will have access to the personal data and ensure that anyone who accesses it shall respect and maintain all due confidentiality;

as soon as reasonably practicable upon becoming aware, notify the Client of any actual or alleged incident of unauthorised or accidental disclosure of or access to any Personal Data by any of its staff, sub-processors or any other identified or unidentified third party ("Security Breach");

as soon as reasonably practicable following, and in any event within ninety (90) days of, termination or expiry of this Agreement or completion of the Services, the Supplier will delete or return to the Client (at the Client's direction) all Personal Data (including copies thereof) processed pursuant to this Agreement;

provide such assistance as the Client reasonably requests (taking into account the nature of processing and the information available to the Supplier) to the Client in relation to the Client's obligations under the Data Protection Legislation with respect to:

responding to requests from any data subject seeking to exercise its rights under Chapter III of the GDPR where the Client is unable to respond to a request itself;

data protection impact assessments (as such term is defined in the GDPR);

notifications to the supervisory authority under the Data Protection Legislation and/or communications to data subjects by the Client in response to any personal data breach; and

the Client's compliance with its obligations under the GDPR with respect to the security of processing,

The Client grants a general authorization to TMR GROUP to appoint, if necessary, third party data centre operators and outsourced support providers, as sub-processors to support the performance of the service.

TMR GROUP shall in accordance with the Data Protection Legislation, make available to the client such information in TMR GROUP's possession or control as the Client may reasonably request with a view to demonstrating TMR GROUP's compliance with the obligations of data processors under the Data Protection Legislation in relation to its processing of personal data.

11. General

11.1 Any failure by TMR GROUP to enforce any one or more of these Terms at a particular time shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

11.2 Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

11.3 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.

11.4 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms shall remain in full force and effect to the extent permitted by law.

11.5 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.



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12. Notices

12.1 Any notice required to be given under these Terms (including the delivery of any information or invoice) shall be delivered by hand, e-mail or prepaid first class post to the recipient at its address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

12.2 Notices shall be deemed to have been given and served,

- a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery; or
- b) if sent by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or
- c) if sent by prepaid first class post, 48 hours from the time of posting.

13. Variation

13.1 No variation or alteration of these Terms shall be valid unless approved in writing/email by TMR GROUP.

14. Applicable Law

14.1 These Terms are subject to English Law and the exclusive jurisdiction of the Courts of England and Wales.

SIGNED.....
(for TMR GROUP)

SIGNED.....
(For Client)

PRINT NAME.....

PRINT NAME.....

DATE.....

DATE.....

CLIENT.....