



PROGRESS IN
GOVERNANCE

RECRUITMENT SERVICES TERMS AND CONDITIONS

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1 RECRUITER INFORMATION

1.1 The CoSec Recruitment Company Limited (**Recruiter**) is an employment agency and a company registered in England and Wales under company number 14573305 whose registered address is at 2 Vine Cottages, Barling Road, Southend-on-Sea, Essex SS3 0QL.

1.2 The Recruiter provides recruitment services to businesses (each a **Client**, together referred to throughout these terms and conditions as **Clients**). The Recruiter sources details of individuals with the necessary skills, experience or interest in roles available with its Clients – any person whose information the Client has not received from another source in the prior 12 months is a **Candidate**. Clients instruct the Recruiter to source Candidates for permanent job roles they have available (**Vacancy** or **Vacancies**) and provide additional recruitment support, e.g. draft job adverts. The Recruiter also provides details of Candidates it believes has the appropriate skills, experience or interest that Clients may consider to be suitable for a role, even though the Client has no Vacancies and is not actively recruiting.

1.3 The Recruiter can be contacted by e-mail at info@coserecruitment.com, or by submitting an enquiry via the Recruiter's website at www.coserecruitment.com.

2 ABOUT THESE TERMS

2.1 **When these terms apply.** These terms apply whenever:

2.1.1 the Client invites a Candidate to interview or otherwise engages in a recruitment process with them;

2.1.2 the Client provides the Recruiter with an instruction (in whatever form);

2.1.3 the Client shares the details of a Candidate with another business, and that business subsequently engages (whether under a contract of employment or otherwise) such Candidate (**Secondary Referral**);

2.1.4 the Client offers a Candidate any role (whether under a contract of employment or otherwise), whichever is earlier.

3 CLIENT INSTRUCTIONS

3.1 The Recruiter will take instructions from the Client via telephone or in writing which the Recruiter will record by sending the Client a confirmation e-mail. The Recruiter will not begin the recruitment services until the Client has confirmed in writing that the instruction is correct.

4 RECRUITMENT SERVICES

4.1 How the Recruiter identifies Candidates. The Recruiter will search its internal database and publicly available information for individuals who the Recruiter considers to have the appropriate skillset, experience or interest in a Vacancy or business conducted by the Client.

4.2 Individual Candidates only. The Recruiter only provides Candidate details where that individual provides their services directly, and not through a limited company.

5 CLIENT OBLIGATIONS (GENERAL)

5.1 The Client shall:

5.1.1 be responsible for considering the suitability of any Candidate. This includes verifying any references it has provided, checking the validity of their qualifications, ensuring they have the requisite skill to perform the duties required by the Vacancy, checking they have the right to work in the United Kingdom and any other due diligence as appropriate for new employees or workers;

5.1.2 notify the Recruiter about any type of Candidate engagement. The Client must promptly, and in any event, within 3 days notify the Recruiter if a Candidate accepts an offer from the Client or begins any other type of engagement with the Client. The Client must also notify the Recruiter whenever there is a Secondary Referral;

5.1.3 notify the Recruiter if a Candidate is already known to them. The Client must notify the Recruiter within 3 days of receipt of details about a Candidate from the Recruiter if they have already received Candidate details from another source;

5.1.4 pay the Fee (as defined in the "Fees" clause) where the Client engages a Candidate introduced by the Recruiter. The Client must pay the Recruiter the relevant fees for any Candidate the Client engages in accordance with the "Fees" clause, regardless of whether the Candidate is engaged for a specific Vacancy the Recruiter has been instructed in relation to. This will apply for 12 months from the date that the Recruiter provided the Client with the details of the Candidate;

5.1.5 pay the charges agreed for any additional services provided by the Recruiter. These charges shall be payable regardless of whether the recruitment process results in the successful hire of a Candidate;

5.1.6 grant the Recruiter a licence to use the Client's name and trade marks for specific purposes. The Client grants the Recruiter a royalty-free, non-exclusive, worldwide licence to use the Client's name and trade marks for the sole purpose of (1) advertising a Vacancy (2) showcasing it is providing or has provided recruitment services to the Client.

6 RECRUITER OBLIGATIONS

6.1 The Recruiter shall:

6.1.1 provide the recruitment services with all due care, skill and ability;

6.1.2 inform the Client as soon as possible when a Candidate is unable to attend an interview or accept an offer;

6.1.3 comply with any brand guidelines provided by the Client in relation to the use of its name and trade marks.

7 UNSUCCESSFUL RECRUITMENT

7.1 No guarantee of successful recruitment: The Recruiter will always try to find the right person for the Vacancy, but the Recruiter cannot guarantee there will always be a suitable Candidate available for a role.

7.2 If a Candidate leaves their permanent role within 8 weeks of their start date: The Recruiter will first try to resolve any issues using coaching, if appropriate. If not able to resolve through coaching, the Recruiter will source a replacement Candidate at no additional cost, provided:

7.2.1 the engagement was not ended due to redundancy, constructive or unfair dismissal or because the job specification has been significantly altered;

7.2.2 the Client notifies the Recruiter within 10 days of the candidate leaving the Client's employment;

7.2.3 the Client can demonstrate that candidate was unsuitable, unsatisfactory or was guilty of misconduct; and

7.2.4 the Client has no outstanding fees due to the Recruiter.

7.3 If the Recruiter cannot source a replacement Candidate, and the conditions above have been met, the Recruiter will fully refund the Fee to the Client.

8 FEES

8.1 Upon the Candidate's acceptance of an offer, the Recruiter shall submit an invoice to the Client for the successful placement of a Candidate (**Fee**). The Fee payable by the Client is dependent on the recruitment package, as detailed on the Recruiters' website and agreed with the Client:

8.1.1 GROW package: 18% of Candidate's total first year remuneration (including all payments and benefits that form part of their annual gross taxable pay before applying any exemptions, allowance or deduction for income tax purposes, but excluding any performance-related or other bonuses.

8.1.2 THRIVE package: 20% of Candidate's total first year remuneration (including all payments and benefits that form part of their annual gross taxable pay before applying any exemptions, allowance or deduction for income tax purposes, but excluding any performance-related or other bonuses.

8.2 Other circumstances in which the Client must pay the Recruiter a fee:

8.2.1 Where the Client cancels an offer of employment. Where a Candidate accepted an offer of employment and the Client subsequently withdraws that offer, the Client remains liable for 50% of the fee that would have been payable had the employment proceeded.

8.2.2 Where the Client subsequently engages an unsuccessful Candidate. Where a Candidate was initially unsuccessful but the Client subsequently engages that person within 12 months of receipt of their details from the Recruiter (whether for the Vacancy for which the Recruiter was instructed or otherwise), the Client remains liable for the full fee that would have been payable.

8.2.3 Where there is a Secondary Referral within 6 months of introduction. The Client remains liable to the Recruiter for the full fee that would have been payable if the Client had directly engaged

the Candidate.

8.3 All fees are exclusive of VAT.

8.4 **Invoices must be paid within 30 days of the invoice date.** Payment must be made by bank transfer to the Recruiter account details as set out in each invoice.

8.5 **Interest will be charged on overdue sums.** If the Client fails to make any payment due to the Recruiter by the due date for payment, then, without limiting the Recruiter's remedies the Client will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above Bank of England's base rate, but at 4% a year for any period when that base rate is 0% or below.

9 DATA PROTECTION

9.1 The Recruiter and Client agree that they are independent controllers for the purpose of data protection law and will be separately responsible for any personal data about the Candidates that they each process.

9.2 Further information about how the Recruiter uses personal data is set out in the Recruiter's privacy notice attached to this document.

10 CONFIDENTIALITY

10.1 Each party undertakes that it shall not disclose to any person any confidential information (which is information marked as confidential or which the recipient ought to know is confidential given its nature of the circumstances in which it is shared) except:

10.1.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of performing its obligations under these terms. Each party shall ensure those to whom it discloses confidential information will comply with these confidentiality requirements; or

10.1.2 as may be required by law, a court of competent jurisdiction or any governmental authority.

10.2 No party shall use the other party's confidential information other than to perform its obligations under these terms.

10.3 These confidentiality obligations shall not apply to confidential information which:

10.3.1 is in the possession of and is at the free disposal of either party, or is published or is otherwise in the public domain prior to the receipt of such information by the other;

10.3.2 is or becomes publicly available on a non-confidential basis through no fault of the party receiving the confidential information; or

10.3.3 is received in good faith by either party from a third party who claims to have no obligations of confidence in respect of such information and imposes no obligations of confidence upon the party receiving the confidential information.

10.4 These confidentiality obligations will survive for 1 years from the date on which the confidential information is disclosed.

11 LIMITATION OF LIABILITY

11.1 The Recruiter shall not be liable for:

11.1.1 failure to source a suitable Candidate;

11.1.2 the Client's failure to comply with applicable law in relation to any recruitment process; or

11.1.3 any other cost, unless directly resulting from the Recruiter's negligence.

11.2 In addition to clause 11.1, the Recruiter shall not be liable for: negligence, breach of statutory duty, contract, misrepresentation, restitution or otherwise for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms.

11.3 To the extent permitted by law, the Recruiter's liability is limited to the total Fees paid by the Client in the 12 months prior to the date of the claim. The Recruiter will not be liable for any matter not reported to the Recruiter within 30 days of its occurrence.

11.4 The Client accepts and agrees that the Recruiter gives no warranty as to the suitability of any Candidate for any Vacancy.

12 TERMINATION

12.1 Either party may terminate the contract for services by giving 30 days notice in writing to the other if:

12.1.1 the other is in material breach of its obligations under these terms and, if the breach is capable of being remedied within 30 days of being given written notice of such breach, the breach is not remedied in that period;

12.1.2 the other becomes insolvent, an order is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or re-construction), an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or business, it makes any composition with its creditors or takes or is subject to any similar action in consequence of debt;

12.1.3 the Vacancy has been filled, whether by a Candidate or individual whose details were not provided by the Recruiter;

12.1.4 the Vacancy has not been filled or the recruitment has otherwise been unsuccessful (e.g. the Candidate has left their role) and the Recruiter is unable to identify a replacement Candidate or the Client does not wish to fill the Vacancy.

12.2 On termination, the Client will pay for all recruitment services provided up to the date of termination, and for all Fees falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Recruiter for the performance of the recruitment services prior to the date of termination.

13 GENERAL

13.1 Notices. Any notice to be given under these terms will be in writing and either sent by first class post (to the recipient's registered office or main trading address) or by e-mail (to any e-mail address provided). Notices will be treated as being received on the second working day after posting if sent by post and at the time of transmission if sent by e-mail (although if sent outside the hours of 9am-5pm on a working day, it will be treated as being received at 9am on the next working day).

13.2 Variation. No amendment or variation of these terms will be valid unless agreed in writing by an authorised signatory of each party.

13.3 No reliance. Both the Recruiter and the Client acknowledge that, in entering these arrangements between both parties as set out in these terms, neither party is relying on any representation, warranty or other provision except as expressly set out in these terms and any conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law. Nothing in these terms excludes liability for fraud.

13.4 Relationship of the parties. The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.

13.5 Third party rights. For the purposes of the Contracts (Rights of Third Parties) Act 1999, these terms are not intended to and do not give any person who is not a party to them any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.

13.6 Governing law and jurisdiction. These terms are governed by the law of England and Wales. All disputes under these terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

Attachments

Attachment 1 Privacy Notice Job Applicants



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Privacy Notice (Job Applicants)

Privacy Notice (Job Applicants)

1 BACKGROUND

Last updated: 17 October 2023.

1.1 This policy tells you how we look after your personal data when you apply for a job with us and take part in our recruitment process. It sets out what information we collect about you, what we use it for and who we share it with. It also explains your rights and what to do if you have any concerns.

1.2 We may sometimes need to update this notice, to reflect any changes to the way we manage our day-to-day activities or to comply with new legal requirements. Please check back on this notice before you apply for a new role with us.

2 WHO WE ARE AND OTHER IMPORTANT INFORMATION

2.1 We are The CoSec Recruitment Company Ltd, registered in England and Wales with company number 14573305 with our registered address at 2 Vine Cottages, Barling Road, Southend-on-Sea, SS3 0QL (**we, us or our**).

2.2 We are the **controller** for your information (which means we decide what information we collect and how it is used).

2.3 Where we have received your application through a recruitment agency or another company (e.g. a recruitment firm) we act as independent controllers for your information (which means both we and the other company separately decide how your information is used and use it for different reasons).

3 CONTACT DETAILS

3.1 If you have any questions about this privacy notice or the way that we use information, please get in touch using the following details:

- **Name:** Laura Higgins
- **Email address:** info@coscrecruitment.com

4 THE INFORMATION WE COLLECT ABOUT YOU

4.1 **Personal data** means any information which does (or could be used to) identify a living person. We have grouped together the types of personal data that we collect and where we receive it from below:

- **Identity Data:** name, title, date of birth, job title, gender, emergency contact name and their relationship to you, passport, driving licence.
- **Contact Data:** personal email address, telephone numbers, home address.
- **Recruitment Data:** copies of right to work documents, interview notes, information you provided in your CV or cover letter as part of the application process, result of due diligence checks.
- **Employment and Qualification Data:** current and/or previous job titles, work history, working hours, training records, professional memberships.

- **Feedback:** information and responses you provide when completing surveys and questionnaires.

5 HOW WE USE YOUR INFORMATION

5.1 We are required to identify a legal justification (also known as a lawful basis) for collecting and using your personal data. There are six legal justifications which organisations can rely on. The most relevant of these to us are where we use your personal data to:

- do something that you have given your **consent** for.

5.2 Below is set out the lawful basis we rely on when we use your personal data. If we intend to use your personal data for a new reason that is not listed below, we will update our privacy notice and notify you.

5.2.1 Consent

- Where we ask you to provide diversity information.
- Where we have otherwise asked you to provide your consent.

6 WHO WE SHARE YOUR INFORMATION WITH

6.1 We share (or may share) your personal data with:

- **Our personnel:** our employees (or other types of workers) who have contracts containing confidentiality and data protection obligations.
- **Our suppliers:** other organisations help us manage our infrastructure, for example recruitment software is licensed to us by TeamDash. We ensure these organisations only have access to the information required to provide the support we use them and have a contract with them that contains confidentiality and data protection obligations.
- **Our professional advisers:** such as our accountants or legal advisors where we require specialist advice to help us conduct our business.

7 WHERE YOUR INFORMATION IS LOCATED OR TRANSFERRED TO

7.1 Your personal data is stored on TeamDash servers in Sweden.

7.2 We will only transfer information outside of the UK or EEA where we have a valid legal mechanism in place (to make sure that your personal data is guaranteed a level of protection, regardless of where in the world it is located, e.g. by using contracts approved by the European Commission or UK Secretary of State).

7.3 If you access our systems whilst abroad then your personal data may be stored on services located in that country.

8 HOW WE KEEP YOUR INFORMATION SAFE

8.1 We have implemented security measures to prevent your personal data from being accidentally or illegally lost, used or accessed by those who do not have permission. These measures include:

- access controls and user authentication (including multi-factor authentication)



- staff policies and training
- incident and breach reporting processes
- business continuity and disaster recovery processes

8.2 If there is an incident which has affected your personal data and we are the controller, we will notify the regulator and keep you informed (where required under data protection law).

9 HOW LONG WE KEEP YOUR INFORMATION

9.1 Where we are responsible for making decisions about how to collect and use your personal data, we will only keep your personal data for as long as necessary to fulfil the purposes we collected it for or as long as required to fulfil our legal obligations.

9.2 When we consider how long to keep your personal data, we will consider whether it is still necessary to keep it for the purpose which we collected it or whether the same purpose could be achieved by holding less personal data. We will also consider the volume, nature, and sensitivity of the personal data and the potential harm to you if there was an incident affecting your personal data.

9.3 Where you are unsuccessful in obtaining a role with us, we keep your application information for 1 year after our last contact with you.

9.4 If you enter a contract with us, we may keep Identity Data, Contact Data and certain other data (specifically, any exchanges between us by email or any other means) for up to 7 years after the end of our contractual relationship with you.

10 YOUR LEGAL RIGHTS

10.1 You have specific legal rights in relation to your personal data. These are as follows:

- **Access:** You must be told if your personal data is being used and you can ask for a copy of your personal data as well as information about how we are using it to make sure we are abiding by the law.
- **Correction:** You can ask us to correct your personal data if it is inaccurate or incomplete. We might need to verify the new information before we make any changes.
- **Deletion:** You can ask us to delete or remove your personal data if there is no good reason for us to continue holding it or if you have asked us to stop using it (see below). If we think there is a good reason to keep the information you have asked us to delete (e.g. to comply with regulatory requirements), we will let you know and explain our decision.
- **Restriction:** You can ask us to restrict how we use your personal data and temporarily limit the way we use it (e.g. whilst we check that the personal data we hold for you is correct).
- **Objection:** You can object to us using your personal data if you want us to stop using it. We always comply with your request if you ask us to stop sending you marketing communications. In other cases, if we think there is a good reason for us to keep using the information, we will let you know and explain our decision.
- **Portability:** You can ask us to send you or another organisation an electronic copy of your personal data.
- **Complaints:** If you are unhappy with the way we collect and use your personal data, you can complain to the ICO or another relevant supervisory body, but we hope that we can respond to your concerns before it reaches that stage. You should speak to Laura Higgins in the first instance.

10.2 If you would like to exercise any of your legal rights, please contact:
info@coserecruitment.com.