

Greatbridge LTD – Terms & Conditions

Introduction:

By accessing this document or using the website/email of Greatbridge Ltd T/A Greatbridge Partners (“Greatbridge”, “we”, “our”, “us”) – you agree to these Terms and Conditions (“Terms”).

1. These Terms:

These Terms constitute the entire agreement between the Employment Agency and the Client regarding the subject matter of this agreement. The Client shall be deemed to have accepted these Terms, and they shall apply, upon the earliest occurrence of any of the following:

- a) the Introduction of a Candidate to the Client or the Engagement of a Candidate by the Client;
- b) the Client providing any information concerning a Candidate to a Third Party;
- c) the Client interviewing, or requesting to interview, a Candidate;
- d) the Client signing these Terms; or
- e) any other written express acceptance of these Terms by the Client.

1.2 For the avoidance of doubt, these Terms shall apply regardless of whether the Candidate is Engaged by the Client in the same role or type of work for which the Introduction was originally made.

1.3 These Terms supersede and replace all prior agreements, arrangements, or understandings between the parties relating to the same subject matter.

1.4 These Terms shall prevail over any terms of business, purchase conditions, or other contractual terms proposed by the Client.

1.5 The Client authorises the Employment Agency to act on its behalf in identifying and seeking suitable Candidates. Where requested by the Client, the Employment Agency shall advertise vacancies using methods agreed with the Client.

1.6 For the purposes of these Terms, the Employment Agency acts as an employment agency as defined under the applicable Regulations.

2. Replacement Candidate:

2.1 Where the Client qualifies for a replacement candidate in accordance with clause 2.2, and the Engagement of a Candidate is terminated by either the Client or the Candidate before the expiry of three (3) months from the commencement date of the Engagement, the Employment Agency shall use reasonable endeavours to identify and Introduce one suitable replacement candidate. Any replacement search shall be based on the original job description and candidate requirements provided by the Client.

The Client shall qualify for a replacement candidate only if all of the following conditions are satisfied:

2.2 The Client notifies the Employment Agency in writing that the Candidate's Engagement has ended within seven (7) days of:

- i. the termination taking effect; or
- ii. notice of termination being given,

whichever occurs first.

b. The Employment Agency's invoice has been paid in full in accordance with the payment terms set out in clause 4.2

c. The termination of the Engagement was not due to redundancy, reorganisation, restructuring, or a change in the Client's business strategy.

d. The Candidate did not terminate the Engagement due to a reasonable belief that the actual duties, position, or working conditions differed materially from the information provided by the Client prior to acceptance of the Engagement.

e. The Candidate did not terminate the Engagement as a result of unlawful discrimination, harassment, or any other unlawful act or omission by the Client.

f. The Candidate had not, within the twelve (12) months preceding the commencement of the Engagement, been employed or engaged directly or indirectly by the Client.

If the Client re-engages the Candidate at any time following termination of the Engagement, whether directly or indirectly and whether on a permanent, temporary, or contract basis, a full fee shall immediately become payable to the Employment Agency.

3. Charges/Fees:

3.1 Introductions of Candidates by the Employment Agency are confidential. If the Client discloses any information relating to a Candidate Introduced by the Employment Agency to a Third Party, and that Third Party Engages the Candidate within twelve (12) months of the Introduction, the Client shall be liable to pay the Employment Agency's fee in accordance with clause 3.3. In such circumstances, no rebate, refund, or replacement candidate shall be provided to either the Client or the Third Party.

3.2 The Client shall pay the Employment Agency a fee calculated in accordance with clause 3.3 where the Client Engages, directly or indirectly, any Candidate Introduced by or through the Employment Agency within twelve (12) months of the date of Introduction.

3.3 Unless otherwise agreed in writing, the fee shall be calculated as a percentage of the Candidate's Remuneration during the first twelve (12) months of the Engagement, as set out below. VAT shall be charged where applicable.

- Candidate Remuneration up to \$49,999.99 — 20%
- Candidate Remuneration from \$50,000 to \$99,999.99 — 25%
- Candidate Remuneration of \$100,000 and above — 30%

3.4 Where the actual Remuneration is unknown or not disclosed, the Employment Agency shall calculate the fee in accordance with clause 3.3 based on the highest remuneration reasonably applicable to:

- (a) the position for which the Candidate was originally submitted; and/or
- (b) a comparable role within the general market.

3.5 Where the Engagement is for a fixed term of less than twelve (12) months, the fee payable under clause 3.3 shall be calculated on a pro rata basis.

If:

- (a) the Engagement is extended beyond the original fixed term; or

(b) the Client re-Engages the Candidate within twelve (12) months of the planned or actual termination date of the initial Engagement,

the Client shall pay an additional fee based on the Remuneration applicable to the further period of Engagement. This additional fee shall cover the period from the end of the initial fixed term until the earlier of:

(i) termination of the subsequent Engagement; or

(ii) the Candidate completing a total of twelve (12) months of Engagement.

3.6 Any advertising expenses or other costs incurred by the Employment Agency at the Client's written request shall be charged in addition to the fee and shall be payable whether or not a Candidate is Engaged.

4. Invoices

4.1 Except as provided in clause 3.1, the Client shall not incur any fees until the Candidate commences the Engagement. Once the Candidate starts, the Employment Agency shall issue an invoice to the Client for the applicable fees.

4.2 The Employment Agency shall raise invoices for all charges due, and the Client agrees to pay the full amount within seven (7) days from the date of the invoice.

4.3 All invoices shall be deemed accepted by the Client in full unless the Client notifies the Employment Agency in writing within five (5) days of the invoice date, specifying the amount disputed and the reason for the dispute. In such cases, the Client shall pay the undisputed portion of the invoice in accordance with the agreed payment terms and shall cooperate fully with the Employment Agency to resolve the dispute promptly.

4.4 The Employment Agency reserves the right to charge interest on any overdue amounts at the statutory rate under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998.

5. Obligations of the Employment Agency

5.1 The Employment Agency shall use reasonable endeavours to Introduce suitable Candidates but does not guarantee to fill every vacancy.

5.2 The Employment Agency shall take reasonable steps to ensure Candidate information is accurate but accepts no liability for matters outside its knowledge.

5.3 The Client remains responsible for assessing Candidate suitability.

6. Client Obligations

6.1 The Client is responsible for assessing Candidate suitability and for obtaining all required:

- work permits,
- legal permissions,
- medical checks, and
- regulatory or professional approvals.

6.2 The Client shall provide full details of the vacancy, including:

- duties and responsibilities,

- location and working hours,
- required qualifications, training, experience, and authorisations,
- known health and safety risks and mitigation measures.

6.3 The Client shall provide full details of the vacancy, including:

- start date,
- duration or expected duration,
- remuneration and benefits,
- payment intervals, and notice periods.

6.4 The Client shall disclose any information indicating the role may be unsuitable or detrimental to the Candidate or Client.

6.5 If the Client has already received Candidate details from another agency for the same vacancy, it must notify the Employment Agency within one (1) working day. Failing this, a fee remains payable.

6.6 The Client shall:

- a) notify the Employment Agency within seven (7) days of making an offer (or the Engagement starting, if earlier);
- b) confirm acceptance of the offer and provide Remuneration details immediately;
- c) pay all fees in accordance with clause 4.2

6.7 The Client shall not unlawfully discriminate and shall provide information reasonably requested in relation to any Candidate complaint.

7. Liability and Indemnity

7.1 The Employment Agency shall not be liable for any loss, damage, delay, cost, or expense (whether direct, indirect, or consequential) arising from:

- seeking Candidates,
- any Introduction or Engagement,
- failure to Introduce a Candidate, or
- disclosure of Candidate details by the Client to a Third Party.

7.2 Nothing in these Terms excludes liability for death or personal injury caused by negligence.

7.3 The Employment Agency shall not be liable for failure to perform due to causes beyond its reasonable control.

7.4 The Client shall indemnify the Employment Agency against all costs, claims, and liabilities (including legal costs) arising from:

- breach of these Terms by the Client or its staff,

- breach of legislation by the Client or any Third Party (including discrimination and immigration laws and the Regulations), or
- unauthorised disclosure of Candidate information.

8. Termination

8.1 Either party may terminate these Terms immediately by notice if the other:

- enters liquidation or bankruptcy,
- makes an arrangement with creditors,
- has a receiver or administrator appointed, or
- (in the case of the Client) is reasonably believed unable to pay invoices when due.

9. General

9.1 Failure to enforce any provision shall not constitute a waiver.

9.2 Headings do not affect interpretation.

9.3 No third party may enforce these Terms under the Contract (Rights of Third Parties) Act 1999.

9.4 If any provision is unenforceable, the remainder shall remain valid.

9.5 References to legislation include amendments and re-enactments.

10. Confidentiality and Data Protection

10.1 These Terms and all related information are confidential and may only be disclosed to employees, professional advisers, or where required by law.

10.2 Candidate information must not be disclosed to any Third Party without prior written consent.

10.3 The Client shall comply with the Data Protection Act 1988 and shall not cause the Employment Agency to breach it. The Client shall promptly assist with any data subject access request.

11. Variation

No variation to these Terms is valid unless agreed in writing by both parties.

12. Notices

12.1 Notices may be delivered by hand, email, fax, or prepaid first-class post to the notified address.

12.2 Notices are deemed received:

a) if delivered by hand — at delivery (or 10:00am next business day if after 5pm);

b) if sent by email or fax — at dispatch (or 10:00am next business day if after 5pm), unless transmission fails or is reported illegible;

c) if posted — 48 hours after posting.

13. Change to Terms

We may update these Terms from time to time. Changes will be posted on the website with the effective date.

14. Governing Law

This Agreement will be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales

15. Equal Opportunities

The Employment Agency is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates

16. Definitions

In these Terms:

16.1 Client means any person, firm, or company to whom the Employment Agency Introduces a Candidate.

16.2 Candidate means any individual Introduced by the Employment Agency to the Client for an Engagement, including:

- officers or employees where the Candidate is a limited company;
- members or employees where the Candidate is a limited liability partnership; and
- employees of the Employment Agency.

16.3 Engagement means the employment, engagement, or use of a Candidate by the Client or by any Third Party to whom the Candidate is Introduced by the Client, whether directly or indirectly, on a permanent or temporary basis. “Engage”, “Engages”, and “Engaged” shall be construed accordingly.

16.4 Introduction means:

a) an interview of a Candidate in person or by telephone/video; or

b) the provision of a CV or any information about the Candidate.

The Introduction date is the earlier of (a) or (b).

16.5 Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

16.6 Remuneration includes salary or fees and all other payments or benefits payable to the Candidate, including bonuses, commission, allowances, inducements, location weighting, call-out payments, and benefits in kind.

Where a company car is provided, a notional value of €5,000 shall be added to salary for fee calculation purposes.

16.7 Terms means these Terms of Business.

16.8 Third Party means any person or entity other than the Client, including the Client's subsidiaries and associated companies as defined by the Companies Act 2006 and the Income and Corporation Taxes Act 1988.

16.9 Replacement Candidate means a Candidate Introduced to replace another Candidate whose Engagement did not commence or ended within the first three (3) months.

Client Signature:

Print Name:

Date:

Company:

Employment Agency Signature:

Print Name:

Date:

Company: GREATBRIDGE LTD

Greatbridge LTD

Registered address: Office 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ