

## CONTINGENT SEARCH AGREEMENT

This Agreement is made and entered into by and between:

**Steadman & Chase Ltd**, a company incorporated in England and Wales (**Company No. 16360741**), with its registered office at **86–90 Paul Street, London, EC2A 4NE** (the “**Agency**”),

AND

[**Client Name**], a company incorporated under the laws of [**Jurisdiction**], with its principal place of business at [**Client Address**] (the “**Client**”)

Each a “**Party**” and together, the “**Parties**”.

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### 1. Purpose

**1.1** This Agreement governs the terms under which the **Agency introduces candidates** to the **Client** on a **success-only contingent recruitment basis**, where **fees are payable solely upon engagement**.

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### 2. Definitions

**2.1 Candidate:** Any individual introduced by the **Agency** to the **Client** in any format (written, verbal, digital, or otherwise).

**2.2 Introduction:** The disclosure of any Candidate details sufficient to identify them, including name, CV, profile, or any distinguishing attributes.

**2.3 Engagement:** Any form of **contractual relationship** (employment, consultancy, freelance, internship, advisory, direct or indirect) between the Candidate and the Client or its affiliates within **six (6) months** of Introduction.

**2.4 Remuneration:** All **guaranteed gross annual compensation** including base salary, sign-on bonuses, guaranteed incentives, allowances, and non-discretionary cash components.

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### 3. Fees and Payment

**3.1** The Agency’s fee is [**X%**] of the Candidate’s **first-year Remuneration, exclusive of VAT**.

**3.2 Invoices** are raised upon the Candidate’s **agreed start date**.

**3.3 Payment is due within thirty (30) days** of the invoice date.

**3.4 Late payments** shall incur **statutory interest at 8%** above the Bank of England base rate, plus **fixed compensation of 2% compounded interest monthly after 60 days** and **reasonable recovery costs** under the **Late Payment of Commercial Debts (Interest) Act 1998**.

**3.5 No right of set-off** applies against any invoice.

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### 4. Candidate Ownership

**4.1** Ownership of the Candidate remains with the **Agency for six (6) months** from the date of Introduction.

**4.2** If the Candidate is engaged by the **Client, an affiliate, or referred third party** during this period,

the **Agency's fee is fully due**.

**4.3** The Agency shall be deemed the **effective cause of hire**, unless the Client proves that:

- (a) The Candidate was already known and **actively being pursued for the same role**, and
- (b) Such efforts were **clearly documented and pre-dated the Agency's Introduction**.

**4.4** LinkedIn presence, previous passive contact, or internal CV databases **do not constitute prior knowledge**.

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## **5. Anti-Circumvention**

**5.1** Any attempt to **bypass the Agency**, by hiring the Candidate through another agency, direct contact, referral, or third party, within **six (6) months** of Introduction triggers **full fee liability**.

**5.2** This clause applies regardless of the **method or intermediary used** and is **non-negotiable**.

**5.3** The Client may not **use Candidate data, forward their CV, or initiate any contact** outside of this Agreement's framework.

**5.4** This clause **survives termination** and remains **enforceable post-agreement**.

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## **6. Replacement Guarantee**

**6.1** If the Candidate **resigns or is terminated within six (6) months** of start date, the Agency will deliver a **replacement pipeline of candidates within five (5) business days**, subject to:

- (a) Full and **timely payment** of the original invoice;
- (b) No **redundancy, restructure, role alteration, or hostile workplace conditions**;
- (c) **Continued exclusive access** to the replacement search.

**6.2** The guarantee applies **once**, and **no refunds are provided**.

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## **7. Approved Supplier Status**

**7.1** Following the **first successful hire**, the Agency is deemed an **approved supplier** for a minimum of **three (3) years**, subject to performance.

**7.2** During this period, the Client may engage the Agency **without the need for further procurement procedures**.

**7.3** This status **automatically renews annually**, unless terminated per **Clause 14**.

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## **8. Confidentiality**

**8.1** All **Candidate, commercial, and strategic information** exchanged remains **strictly confidential** for a period of **five (5) years post-termination**.

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## **9. Data Protection**

**9.1** Both Parties shall comply with the **UK GDPR and Data Protection Act 2018**.

**9.2** The Agency confirms all Candidates have provided **informed consent** for data sharing and processing.

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## 10. Intellectual Property

**10.1** All CVs, candidate documents, shortlists, assessments, and related materials are the **sole property of the Agency**.

**10.2** These may not be **stored, forwarded, or reused** outside the scope of the specific introduction without **written consent**.

**10.3** Any use beyond this scope triggers **full fee liability**.

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## 11. Conduct Implies Acceptance

**11.1** In the absence of a signed copy, the Client's act of **opening, reviewing, or engaging** with a Candidate submission constitutes **full acceptance** of these terms.

**11.2** This includes **booking interviews, initiating contact, requesting additional details, or forwarding CVs internally**.

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## 12. Limitation of Liability

**12.1** The Agency's total liability under this Agreement shall **not exceed the total fees paid** by the Client in the **preceding six (6) months**.

**12.2** The Agency shall **not be liable** for any **indirect, consequential, reputational, or profit loss**.

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## 13. Governing Law and Jurisdiction

**13.1** This Agreement shall be governed by and construed under the **laws of England and Wales**.

**13.2** Any disputes shall be resolved exclusively in the **courts of England and Wales**.

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## 14. Termination

**14.1** This Agreement may be **terminated by either Party with thirty (30) days' written notice**.

**14.2** Termination does **not affect fee obligations** relating to Candidates already introduced.

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## 15. Survival

**15.1** The following clauses shall **survive termination**:

**Fees and Payment, Candidate Ownership, Anti-Circumvention, Confidentiality, Intellectual Property, Conduct Implies Acceptance, and Governing Law.**

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## 16. Entire Agreement

**16.1** This Agreement constitutes the **entire agreement** between the Parties and **supersedes all prior negotiations or representations**.

**16.2** **No variation** is valid unless made **in writing and signed by both Parties**.

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**17. Signatures**

Signed for and on behalf of **Steadman & Chase Ltd**

Name: **Jake Cook**

Signature:

Title: **Founder & Managing Director**

Date:

Signed for and on behalf of **[Client Name]**

Name:

Signature:

Title:

Date: