

SCALE-UP 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**”.

1. Purpose

1.1 This Agreement governs the introduction of **Candidates** by the **Agency** to the **Client** on a **contingent basis**, with tailored incentives to support high-growth hiring.

1.2 Fee liability arises only upon **successful Engagement**, unless otherwise stated herein.

2. Definitions

2.1 Candidate: Any individual introduced by the **Agency** to the **Client**, whether named, CV-submitted, profiled, or otherwise identifiable.

2.2 Introduction: The act of providing Candidate information (written, verbal, digital) sufficient to identify them.

2.3 Engagement: Any **employment, consultancy, freelance, board, interim, or indirect arrangement** involving the Candidate and the Client (or its affiliates) within **six (6) months** of Introduction.

2.4 Remuneration: The Candidate’s **gross guaranteed first-year compensation** (base salary, fixed bonuses, allowances, sign-on, and cash incentives).

2.5 Experienced Hire: A Candidate with **3+ years** of professional experience in a relevant field.

2.6 Graduate Hire: A Candidate with **0–2 years’** experience following formal education.

3. Fees and Payment Terms

3.1 The fee is [**X%**] of the Candidate’s **first-year Remuneration** for each **Experienced Hire** (**exclusive of VAT**).

3.2 Graduate hires and HR hires (including **HR Generalists, HR Business Partners, HR Coordinators**) are provided **free of charge**, subject to **Clause 9**.

3.3 Upon the successful placement of **five (5) Experienced Hires**, the Client shall be entitled to **one (1) additional Experienced Hire placement at no cost** (the “**Fee-Free Hire**”), subject to the terms of this clause.

3.4 This benefit applies strictly to **non-executive, individual contributor, or operational roles**. It does not extend to positions classified as **senior executive or leadership appointments**.

3.5 For the avoidance of doubt, roles **excluded** from this benefit include, without limitation:

- (a) **Director-level** positions (e.g. Director of Engineering);
- (b) **Vice President-level** roles (e.g. VP of Product);
- (c) **Head-of-Function** roles (e.g. Head of Cloud Infrastructure, Head of Cybersecurity);
- (d) **C-Suite or equivalent executive** positions (e.g. CTO, CFO, COO, CEO).

3.6 The **Fee-Free Hire** shall only be granted where the fifth role clearly falls **outside** the categories listed in **Clause 3.5**.

3.7 Where the fifth role is ineligible under **Clause 3.5**, the benefit shall **automatically roll forward** and apply to the next **qualifying, non-executive hire**.

3.8 **Invoices** are issued on the Candidate's **confirmed start date**.

3.9 **Payment is due within 30 days** of the invoice date.

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

3.11 **No engagement = no fee**, unless a breach of **Clause 4** or **Clause 5** occurs.

4. Candidate Ownership

4.1 **Ownership remains with the Agency for six (6) months** post-Introduction.

4.2 If the Candidate is engaged by the **Client**, its affiliate, or any referred third party within this period, **full fee applies**.

4.3 The Agency is presumed the **effective cause of hire** unless the Client can produce **written evidence** of active recruitment engagement **pre-dating the Introduction**.

4.4 LinkedIn connections, database records, or prior passive awareness do not constitute prior engagement.

5. Anti-Circumvention

5.1 Engagement of a Candidate via **internal channels, another agency, referral, or third-party rerouting** within the **ownership window** triggers **full fee liability**.

5.2 This clause applies regardless of **route to hire or contractual intermediary**.

5.3 The Client may not **retain, forward, or repurpose** any Candidate profile for **future use** outside the scope of the role introduced.

6. Replacement Guarantee

6.1 One (1) replacement shortlist is provided if a Candidate **resigns or is terminated within six (6) months** of start, provided:

- (a) The original invoice was **paid in full and on time**;
- (b) The **role and compensation remain unchanged**;
- (c) Departure was **not due to restructure, redundancy, hostile environment, or misrepresented role**.

6.2 This guarantee is offered **once per paid hire** and has **no monetary refund value**.

7. Approved Supplier Term

7.1 In recognition of the **discounted fee structure**, added-value services, and long-term hiring support provided under this Agreement, the Client agrees to designate **Steadman & Chase Ltd** as a **Preferred Recruitment Partner** for an initial term of **three (3) years**, commencing from the date of the first successful hire.

7.2 This strategic partnership eliminates the need for **repeated procurement processes** and reflects a **commitment to long-term talent development**. In return, the Client benefits from:

- (a) A **fee-free Experienced Hire** following every **fifth paid placement** (i.e. the 5th, 10th, 15th, etc.);
- (b) **Unlimited free-of-charge graduate and HR placements**;
- (c) Access to **fast-track candidate pipelines** (delivered within **48–72 hours** for urgent roles);
- (d) **Market insight, benchmarking, and strategic hiring consultation** at no additional cost.

7.3 This Preferred Partner status will **automatically renew annually**, unless terminated by either Party with **thirty (30) days' prior written notice**.

7.4 Termination shall not affect the enforceability of **fees for Candidates introduced** prior to notice or within the **Candidate Ownership window** (see **Clause 4**).

8. Enhanced Delivery & Value Add

8.1 Included at no extra charge:

- (a) Market insight reporting and benchmarking;
 - (b) Talent pipelines within **48–72 hours** for **urgent** roles;
 - (c) Strategic hiring support;
 - (d) Free graduate and HR placements;
 - (e) Access to proprietary candidate database;
 - (f) Interview scheduling assistance and coordination.
 - (g) Unrestricted support access, you may call or email at any time. We are available 24/7, night, weekend, holiday, or away. Even while travelling or on leave, we are here to help. There is a click-to-call link in our email bio enabling free desktop calls from anywhere globally, ensuring seamless free communication at the click of a button.
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9. Social Impact & People Function Support

9.1 As part of its growth-enablement strategy, the Agency provides:

- (a) Free graduate hiring to help early-career professionals secure their first role;
- (b) Free HR hiring for e.g. HR Generalists, HR Coordinators, HR Business Partners.

9.2 These hires are **excluded from the fee structure in Clause 3** and are **not subject to Candidate Ownership**.

10. Confidentiality

10.1 All commercial, strategic, and Candidate-related information shall remain **strictly confidential** for **five (5) years** post-termination.

11. Data Protection

11.1 Each Party shall comply with applicable data laws including **UK GDPR** and the **Data Protection Act 2018**.

11.2 The Agency warrants all Candidates have provided **informed consent** for data sharing.

12. Intellectual Property

12.1 All materials (CVs, reports, assessments) submitted remain **intellectual property of the Agency**.

12.2 They may not be **uplicated, mined, or retained** without **express written consent**.

12.3 Unauthorised use triggers **full fee liability**.

13. Warranties & Disclaimers

13.1 The Agency does not guarantee **Candidate performance, conduct, or retention**.

13.2 The Client is responsible for **vetting, onboarding, reference checking**, and ensuring **team fit**.

14. Limitation of Liability

14.1 The Agency's liability shall not exceed **total fees paid in the preceding six (6) months**.

14.2 The Agency is **not liable** for **indirect, reputational, or consequential losses**.

15. Governing Law and Jurisdiction

15.1 This Agreement is governed by the **laws of England and Wales**.

15.2 Disputes shall be resolved exclusively in the **courts of England and Wales**.

16. Conduct Implies Acceptance

16.1 If unsigned, this Agreement is deemed **accepted in full** upon the Client's **receipt of, engagement with, or reference to** a Candidate introduced by the Agency.

17. Survival

17.1 The provisions on **Fees, Ownership, Anti-Circumvention, Confidentiality, IP, and Jurisdiction** shall survive termination.

18. Entire Agreement

18.1 This Agreement constitutes the **entire understanding** between the Parties.

18.2 No variation is valid unless **agreed in writing** and **signed by authorised representatives**.

19. 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: