

**Terms & Conditions for the
Supply of Permanent,
Fixed Term Contract Staff
& Cast Plus**

CASTUK

Updated August 2021

1. DEFINITIONS

1.1. In these Terms the following definitions apply:

"Agency"	Cast UK Limited (registered company no. 05425983) of 7 Jordan Street, Manchester, M15 4PY;
"Agreement"	the contract between the Agency and the Client for the supply of candidate search consultancy incorporating and in accordance with these Terms;
"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
"Cancellation Fee"	means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause 3.11;
"Candidate"	means any person Introduced by the Agency to the Client for an Engagement including, but not limited to, any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency's own staff (whether or not previously known to the Client);
"Client"	means the person, firm or corporate body (howsoever structured) together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is Introduced;
"Data Protection Laws"	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended as well as any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
"Engagement"	means the engagement, employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client (whether with or without the Agency's knowledge or consent), on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement howsoever structured; or through a limited company of which the Candidate is an officer, employee or other representative, and whether directly or indirectly; and "Engage" , "Engages" and "Engaged" shall be construed accordingly;
"Introduction"	means (as applicable) (i) the passing to the Client, directly or indirectly, of a curriculum vitae and/or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone, or by any other means), following the Client's instruction to the Agency to search for a Candidate; and/or (iii) the provision by the Client to any third party, directly or indirectly, of a curriculum vitae and/or information which identifies the Candidate, and, in each case (whether sub para (i), (ii) and/or (iii)), which leads to an Engagement of the Candidate (whether or not the Agency is the effective cause of the Engagement); and "Introduces" and "Introduced" shall be construed accordingly;
"Introduction Fee"	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement or as otherwise detailed or required in accordance with these Terms;
"Losses"	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
"Personal Data"	has the meaning given to it by the Data Protection Laws, but shall only include personal data to the extent that such personal data, or any part of such personal data, is processed in relation to the services provided under this Agreement;
"Relevant Period"	means the period of 12 calendar months from the latest to occur of: (a) the Client's interview of a Candidate in person or by telephone or any other remote facility, following the Client's instruction to the Agency to search for a Candidate; (b) the passing to the Client, directly or indirectly, of a curriculum vitae or information which identifies the Candidate; (c) the last discussion between the Agency and the Client relating to the Candidate; or (d) the rejection by the Client of the Candidate;
"Remuneration"	includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or

on behalf of the Client or any third party pursuant to and/or in connection with an Engagement. Where the Client provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate the Agency's fee;

"Replacement Candidate"	means any new Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of previous Candidate whose Engagement either did not commence or was terminated during the agreed free replacement period of the relevant Engagement and as detailed in clause 5.1 ("Free Replacement Period" selected depending on the relevant Cast Model);
"Terms"	these terms and conditions of business as amended from time to time in accordance with clause 2.4;
"Vacancy Registration"	as defined in clause 2.6;
"Vulnerable Person"	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention and includes any person under the age of eighteen.

- 1.2. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5. A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.6. Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7. A reference to writing or written includes faxes and e-mails.

2. THE CONTRACT

- 2.1. The provision of all services by the Agency shall at all times be subject to and in accordance with these Terms.
- 2.2. These Terms, and where applicable the Vacancy Registration (detailed below at clause 2.6), constitute the contract between the Agency and the Client for the supply of permanent or contract staff (with the intent for them to be engaged directly by the Client) and are deemed to be accepted by the Client at the earliest of and by virtue of (**Commencement Date**):
 - 2.2.1. an Introduction to, or the Engagement of a Candidate by, a Client;
 - 2.2.2. the passing by the Client of any information about a Candidate to any third party following an Introduction;
 - 2.2.3. the Client's interview or request to interview a Candidate;
 - 2.2.4. the Client's signature on these Terms; or
 - 2.2.5. any other expressed acceptance of these Terms.

For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client (or third party) for the same type of work as that for which the Introduction was originally made.

- 2.3. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
- 2.4. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.5. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973, the Conduct of Employment Agencies and Employment Businesses Regulations 2003 or in the Employment (Miscellaneous Provisions) (Northern Ireland) Order 1981, as applicable) when Introducing Candidates to the Client for direct Engagement by that Client.
- 2.6. Subject to clause 5 and/or clause 6, in relation to any vacancy registration where the Client wishes to engage the Agency on one of its Cast 16 to 25 models and/or obtain Cast+ from the Agency, the Agency shall verify the order and vacancy registration via email (**Vacancy Registration**) and shall detail the services requested and ordered, all to be subject to these Terms and incorporated into the Agreement.
- 2.7. The Parties agree that where verified in the Vacancy Registration the Agency shall have total exclusivity on the agreed permanent roles (fixed term or open ended contracts). Such exclusivity shall last for a period of four (4) weeks for each role, running from the date of the applicable Vacancy Registration. For the avoidance of doubt, the Agency's right of exclusivity shall prevail over any other introduction whether by another agency or a third party. The Agency's priority shall also apply over a referral, direct contact with a candidate or via the Client's internal network or recruitment facility. The Client's failure to respect this clause and the Agency's exclusivity

shall render the Client liable to pay the Agency the Introduction Fee in relation to role recorded within the applicable Vacancy Registration upon presentation of an invoice to this effect. The Parties accept that the provisions of this clause have been freely negotiated between the Parties and its terms are reasonable in order to protect the Agency's legitimate business interests and represent a reasonable reflection of the Agency's anticipated loss.

3. NOTIFICATION AND FEES

- 3.1. The Client agrees to:
 - 3.1.1. co-operate with the Agency in all matters relating to the services to be performed by the Agency under these Terms and shall operate in accordance with all applicable laws in the relevant territory in which the Candidate is likely to be Engaged and to ensure that it does not and shall ensure that the Agency is not caused to act unlawfully;
 - 3.1.2. inform the Agency, within 24 hours where it receives details of a Candidate from the Agency which it has already received from another agency or with whom the Client was in bona fide negotiations with a view to engaging the relevant Candidate in the 3 calendar months prior to the Introduction. If no such notification is given by the Client then, in the event of an Engagement, the Client acknowledges and agrees that the Agency is entitled to charge an Introduction Fee;
 - 3.1.3. notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;
 - 3.1.4. notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and
 - 3.1.5. pay the Introduction Fee, to be calculated in accordance with the provisions of this clause 3, by the due date for payment in clause 3.8.
- 3.2. The Introduction Fee, calculated in accordance with clauses 3.3 to 3.6 below and/or clause 5, is payable if the Client (directly or indirectly) Engages the Candidate within the Relevant Period. Introductions of Candidates are confidential. Where the Client discloses (whether as an Introduction or otherwise) to any third party any details regarding a Candidate Introduced to the Client by the Agency and that third party subsequently Engages the Candidate within the Relevant Period, the Client shall pay the Agency's Introduction Fee as set out in clause 3.3, and there shall be no entitlement to any rebate or refund to the Client or to the applicable third party.
- 3.3. Subject to the provisions in clause 5, the Client acknowledges and agrees that the Agency's base commission rate that it shall be entitled to receive as its Introduction Fee shall be a flat fee and equal to thirty percent (30%) of the Candidate's Remuneration applicable during the first 12 calendar months of the Engagement. The Client further acknowledges and agrees that the Agency will charge VAT on the Introduction Fee where applicable.
- 3.4. Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 3.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
- 3.5. Where the Engagement is for a fixed term of less than 12 calendar months, the Introduction Fee will be calculated as per clause 3.3 (or the commission rate under clause 5.1, where applicable and selected), but pro-rated according to the length of the term. By way of example only, where a Candidate's Remuneration is an annual salary of £50,000 but on a 6 month term, the Fee will be £7,500 ($((£50,000 \times 25\%) / 12) \times 6$).
- 3.6. If the Client (a) extends the Engagement beyond the initial fixed term; or (b) re-Engages the Candidate within 12 calendar months from the date of termination of the agreed period of the original fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement; or (b) the period of the second and any subsequent Engagement. If the Candidate is Engaged as a permanent employee during any continuing fixed term placement and/or is re-Engaged within the 12 month period described above as a permanent employee then the client shall be liable to pay a further Introduction Fee in accordance with Clause 3.3.
- 3.7. The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 3.8. Subject to clause 5 (possible direct debit plans) and clause 6.3 (payment for Selectable Services), the Introduction Fee and/or other fees due to the Agency shall be payable within **14 days of the date of the Agency's invoice** which shall be rendered once the Candidate commences the Engagement and/or immediately following the identified events otherwise detailed in these Terms including any of the events mentioned in clause 3.6, clause 3.11 to clause 3.13 (inclusive).
- 3.9. VAT is charged at the standard rate on all fees payable to the Agency.
- 3.10. The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.11. If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement and/or beginning the Engagement, the Client shall be liable to pay the Agency the Introduction Fee calculated in accordance with clause 3.3.
- 3.12. In the circumstances where a Client engages a Candidate without the prior knowledge or written authorisation of the Agency then an Introduction Fee will be raised and calculated in accordance with clause 3.3 and will supersede

any and all previous fee agreements that may be in place.

- 3.13. All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated above unless the Client notifies the Agency in writing within 2 Business Days of the date of receipt of the relevant invoice of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Agency that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Agency in order to resolve the dispute as quickly as possible.

4. REPLACEMENTS

- 4.1. Subject to clause 5, once the engagement has commenced, but is subsequently terminated by either the Candidate or the Client (except in circumstances of redundancy, corporate restructuring, change of management, change of strategy, change of job description, pregnancy, illness or injury, and/or an unfair dismissal or discrimination) before the expiry of period referred to under clause 5.1 ("Free Replacement Period" selected depending on the relevant Cast Model) from the date of commencement of the Engagement; then, subject to the terms of clause 4.2, and 4.4 the Agency shall use reasonable endeavours to find a Replacement Candidate at no extra cost to the Client for the same role, except for any agreed additional advertising costs or travel expenses, based on the original specification provided by the Client at the time of role registration with the Agency.
- 4.2. In order to qualify for the replacement set out in clause 4.1, the Client must comply or must have complied with the provisions of clause 3.1 (specifically having paid the Introduction Fee on its due date(s)) and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.
- 4.3. For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.
- 4.4. In circumstances where the Client re-engages a Candidate following the provisions of clause 4.1 either on a direct or indirect basis (through any third party or otherwise) having taken the benefit of the replacement services under this clause 4, the Client shall immediately pay an new Introduction Fee for the replacement Candidate calculated in accordance with clause 3.3 immediately upon the re-Engagement of the original Candidate.
- 4.5. The Client shall not be entitled to any further replacement services and/or any refunds in relation to any replacement services provided. The replacements services under this clause 4 are offered only once.

5. CAST MODELS

- 5.1. Subject to the remaining provisions of this clause 5, the Agency offers different operating models with preferential concessions to its standard terms for the Client in relation to the Introduction Fee (the applicable commission percentage as detailed under clause 3.3), different replacement periods for failed engagements (provided under clause 4.1) and the invoice payment dates (as detailed under clause 3.8) all detailed as follows, dependant on the Cast Model chosen and as verified by the Agency under the Vacancy Registration:

CAST MODEL	Introduction Fee – applicable to clause 3.3	Free Replacement Period under clause 4.1	Direct Debit Payment Plan (potentially updating clause 3.8)
CAST 25	25%	12 months from the date of commencement of the Engagement	One off payment under clause 3.8 within 14 days of the date of the Agency's invoice OR a spread payment equally over a maximum of 6 calendar months
CAST 22	22%	6 months from the date of commencement of the Engagement	One off payment under clause 3.8 within 14 days of the date of the Agency's invoice OR a spread payment equally over a maximum of 6 calendar months
CAST 20	20%	3 months from the date of commencement of the Engagement	One off payment under clause 3.8 within 14 days of the date of the Agency's invoice OR a spread payment equally over a maximum of 3 calendar months
CAST 18	18%	6 weeks from the date of commencement of the Engagement	One off payment under clause 3.8 within 14 days of the date of the Agency's invoice
CAST 16	16%	Not Applicable – No replacement service and clause 4.1 shall not apply	One off payment under clause 3.8 within 14 days of the date of the Agency's invoice
Fixed Term	25%	Not Applicable – No replacement service and clause 4.1 shall not apply	One off payment under clause 3.8 within 14 days of the date of the Agency's invoice

- 5.2. In circumstances where the Client has engaged with the Agency in accordance with one of the Cast Models as detailed in clause 5.1 and as verified in the Vacancy Registration, the parties acknowledge and agree:

- 5.2.1. that in relation to the Introduction Fee and at all times subject to the continued compliance by the Client with these Terms and specifically this clause 5, the percentage commission payable by the Client under clause 3.3 shall be as detailed in the second column at clause 5.1;
 - 5.2.2. that in relation to the period for replacement services as detailed under clause 4.1, and at all times subject to the continued compliance by the Client with these Terms and specifically this clause 5, the time periods for the right to receive the provision of replacement services by the Agency shall be as detailed in column 3 at clause 5.1; and
 - 5.2.3. that in relation to the payment of the Agency invoices as detailed under clause 3.8, and at all times subject to the continued compliance by the Client with these Terms and specifically this clause 5 and payment of all direct debits, the Client shall be entitled to pay the Introduction Fee during the periods as detailed in column 4 of clause 5.1 and, where the Client chooses to pay the Introduction Fee in instalments such payments shall be by paid by way of direct debit (that the Client shall set up as soon as is reasonably practicable after the Commencement Date) on the first Business Day of each calendar month following the date of the relevant Candidate Engagement with such Introduction Fee being spread equally over the stipulated payment period.
- 5.3. The Client acknowledges and agrees that where it cancels any direct debit set up in relation to any payment plan pursuant to clause 5.2.3, and/or breaches any other terms of this Agreement (specifically including any non-payment of invoices by their due date), any preferred terms and/or concessions to the Agency's standard terms under any of the Cast Models as detailed above in clause 5.2 shall immediately cease to apply and the general operating terms of the Agency as detailed elsewhere in these Terms (including, but not limited to clause 3.3 and the percentage commission of 30%, clause 3.8 and 14 day payment terms) shall apply. In addition, it is acknowledged that clause 4.1 in relation to a replacement service period shall cease to apply. In circumstances where the Agency has already raised an invoice, it shall be entitled to raise an additional invoice for any additional element of the Introduction Fee and/or other fees due and owing under these Terms and such invoice shall be payable immediately upon receipt of the same by the Client.

6. CAST +

- 6.1. The Agency offers the provision of selectable extra services under Cast + ancillary to acting as an employment agency in relation to any proposed Engagement, including (**Selectable Services**):
 - 6.1.1. Online solo video interviewing;
 - 6.1.2. Online face to face video option (limited to certain selected Cast + options);
 - 6.1.3. Psychometric and personality testing;
 - 6.1.4. Client branded marketing pack including static and video branded advertising; and
 - 6.1.5. To have internal candidates included in the services process.
- 6.2. Where selected and verified in the Vacancy Registration the Agency shall provide the Selectable Services using reasonable care and skill. The parties all acknowledge and agree that the Selectable Services are all still subject to clause 8.
- 6.3. Payment for the Selectable Services will depend on the level of Cast + ordered and shall be detailed in the Vacancy Registration email. Unless otherwise stated in the Vacancy Registration email the applicable fee for the Selectable Service shall be payable in full immediately following receipt of the Vacancy Registration email.
- 6.4. In order to allow the Agency to perform the Selectable Services, where applicable, the Client shall:
 - 6.4.1. ensure that the terms of the Vacancy Registration are complete and accurate;
 - 6.4.2. co-operate with the Agency in all matters relating to the Selectable Services;
 - 6.4.3. where relevant, provide the Agency, its employees, trainers, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Agency to provide the Selectable Services;
 - 6.4.4. provide the Agency with such information and materials as the Agency may reasonably require in order to supply the Selectable Services, and ensure that such information is complete and accurate in all material respects;
 - 6.4.5. where relevant, prepare the Client's premises for the supply of the Selectable Services;
 - 6.4.6. comply with all applicable laws, including health and safety laws;
 - 6.4.7. keep all materials, equipment, documents and other property that belongs to the Agency (**Our Materials**) at the Client's premises in safe custody at its own risk, until returned to the Agency, and not dispose of or use Our Materials other than in accordance with the Agency's written instructions or authorisation.
- 6.5. If the Agency's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Client and/or Candidate (including any internal employee candidate of the Client) to perform any relevant obligation needed as part of the Selectable Services and/or the Client has not paid any raised invoices by their relevant due date (**Customer Default**):
 - 6.5.1. without limiting or affecting any other right or remedy available to it, the Agency shall have the right to suspend performance of the Selectable Services until the Client remedies the Customer Default, and to rely on the Customer Default to relieve the Agency from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Agency's performance of any of its obligations;
 - 6.5.2. the Agency shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Agency's failure or delay to perform any of its obligations as set out in this clause 6;
 - 6.5.3. the Client shall reimburse the Agency on written demand for any costs or losses sustained or incurred by the Agency arising directly or indirectly from the Customer Default; and
 - 6.5.4. all sums payable to the Agency shall become immediately due and owing. This includes sums due under invoices already raised, or in circumstances where the Agency is entitled to raise an invoice it

shall be entitled to do so and such invoice shall also be deemed immediately due and owing.

- 6.6. Registrations and/or access to the Selectable Services must be made for, and kept by, the Client and/or any selected Candidate (including any internal employee candidate of the Client). It is the duty of the Client and the applicable Candidate to ensure that their login details and/or how they access the Selectable Services are kept confidential and are not shared with any other person. Any breach of this is considered a material breach and may result in access to the Selectable Services being suspended by the Agency and the Agency invoicing the Client in full for the Selectable Services used by the Client and/or Candidate (including any internal employee candidate of the Client) or unapproved party in breach of this Agreement.
- 6.7. The Agency may provide access to remote based parts of the Selectable Services through a number of different platforms and/or providers from time to time and deliver the Selectable Services in a number of ways. While the Agency will use all reasonable endeavours to ensure the reliability of these services, the Agency is not in any way liable for the Client and/or any selected Candidates (including any internal employee candidate of the Client) inability to connect to these services and, where the Client and/or any selected Candidate (including any internal employee candidate of the Client) are unable to access, for whatever reason, the Agency confirms that there will not be any refund in such circumstances. The Agency recommends that if there is any doubt, the Client and/or any selected Candidate (including any internal employee candidate of the Client) check the technical specifications and their respective ability to engage, considering hardware, software, connectivity and any other factor before placing any booking. Due to its inherent nature the Client acknowledges that the Agency is not liable or responsible for any delay, disruption or disturbance in the operation of the internet and/or any remote based platform.
- 6.8. **Fair Use:** As part of the Selectable Services the Client and (where applicable) Candidates will be given access to the Selected Services during the period of this Agreement and as detailed in the Vacancy Registration. In accordance with this clause 6 access to the Selectable Services are not to be shared and the Selectable Services are to be used by the Client fairly and in relation to proposed Engagements discussed with the Agency. Please note that the Agency reserves the right where it believes, acting reasonably, that the use of the Selectable Services (whether via access to remote resource or otherwise) is being abused and is above reasonable levels, to remove access and temporarily halt any access granted to the Client and (where applicable) Candidates while the Agency investigates further. Please note that the Agency also reserves, in circumstances where it believes that this fair use clause is being abused by the Client and (where applicable) Candidates, the right to terminate the provisions of the Selectable Services.
- 6.9. **Selectable Services Fee:** the Selectable Services are ancillary services to the Agency's operation as an employment agency and, accordingly, whether an Engagement is made or not under these Terms all payments made in relation to the Selectable Services are non-refundable.

7. INTRODUCTIONS TO THIRD PARTIES

Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a **"Third Party Introduction"**. If that Third Party Introduction results in an Engagement of the Candidate by the third party within 12 months of the Agency's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee in accordance with clause 3. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 4 in any circumstances.

8. SUITABILITY CHECKS

- 8.1. The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
- 8.1.1. ensure that it would not be detrimental to the interests of either the Client or the Candidate;
 - 8.1.2. ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body; and
 - 8.1.3. confirm that the Candidate is willing to work in the position.
- 8.2. Notwithstanding clause 8.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
- 8.2.1. taking up any references provided by the Candidate before Engaging the Candidate;
 - 8.2.2. checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
 - 8.2.3. the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
 - 8.2.4. satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.
- 8.3. To enable the Agency to comply with its obligations under 6.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:
- 8.3.1. the type of work that the Candidate would be required to do;
 - 8.3.2. the location and hours of work;
 - 8.3.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;

- 8.3.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 8.3.5. the date the Client requires the Candidate to commence the Engagement;
 - 8.3.6. the duration or likely duration of the Engagement;
 - 8.3.7. the minimum rate of Remuneration, expenses and any other benefits that would be offered;
 - 8.3.8. the intervals of payment of Remuneration; and
 - 8.3.9. the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.
- 8.4. Where the Candidate is Introduced for a position which involves working with, caring for or attending a Vulnerable Person the Agency shall, in addition to the obligations in clause 8.1, take reasonably practicable steps to:
- 8.4.1. obtain confirmation of the Candidate's identity;
 - 8.4.2. obtain confirmation that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
 - 8.4.3. obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

9. INFORMATION TO BE PROVIDED

When the Agency Introduces a Candidate to the Client the Agency shall inform the Client that they have obtained confirmation of the matters set out in clause 8.1 and in the case of a position which involves working with Vulnerable Persons the matters in clause 8.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been given to the Client.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1. All information relating to a Candidate is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition, information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.
- 10.2. Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws. The Client's attention is drawn to the confidentiality and data protection notice printed within the footer of the Candidate CV.
- 10.3. The parties acknowledge that for the purposes of the Data Protection Laws, the Agency is the data controller and the Client is the data processor (where "**Data Controller**" and "**Data Processor**" have the meanings as defined in the Data Protection Laws). Schedule 1 sets out the scope, nature and purpose of processing by the Client, the duration of the processing and the types of personal data (as defined in the Data Protection Laws) ("**Personal Data**") and categories of Data Subject.
- 10.4. Without prejudice to the generality of clause 10.2, the Agency will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Client for the purposes of this Agreement.
- 10.5. Without prejudice to the generality of clause 10.2, the Client shall, in relation to any Personal Data processed by it in connection with this Agreement:
 - 10.5.1. process the Personal Data only on the written instructions of the Agency unless the Client is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Client to process Personal Data ("**Applicable Laws**"). Where the Client is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Client shall promptly notify the Agency of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Client from so notifying the Agency;
 - 10.5.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 10.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the

- 10.5.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Agency has been obtained and the following conditions are fulfilled:
 - 10.5.4.1. the Agency or the Client has provided appropriate safeguards in relation to the transfer;
 - 10.5.4.2. the data subject has enforceable rights and effective legal remedies;
 - 10.5.4.3. the Client complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - 10.5.4.4. the Client complies with reasonable instructions notified to it in advance by the Agency with respect to the processing of the Personal Data;
 - 10.5.5. assist the Agency in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 10.5.6. notify the Agency without undue delay on becoming aware of a Personal Data breach;
 - 10.5.7. at the written direction of the Agency, delete or return Personal Data and copies thereof to the Agency on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
 - 10.5.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 10.
- 10.6. The Agency does not consent to the Client appointing any third-party processor of Personal Data under this Agreement.
 - 10.7. The Client shall indemnify the Agency against all Losses incurred and/or imposed by any regulator (whether in the UK, European Economic Area or otherwise) incurred by, awarded against or agreed to be paid by the Agency arising from any breach by the Client of its obligations in this clause 10.
 - 10.8. Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

11. CANCELLATION RIGHTS

- 11.1. At any time following the Commencement Date the Client may terminate the Agreement by giving the Agency four (4) weeks' prior written notice. On termination of the Agreement, pursuant to this clause 11.1:
 - 11.1.1. all the Introduction Fees referred to under clause 3 or, where applicable clause 5, shall all become immediately due and owing and/or, for the avoidance of doubt, where an Engagement occurs after termination of the Agreement pursuant to this clause 11.1 the Client shall remain liable to and shall pay to the Agency all Introduction Fees in accordance with clause 3; and
 - 11.1.2. the Client shall not be entitled to a refund of any Introduction Fees already paid.
- 11.2. The Agreement may be terminated by either party by giving to the other immediate notice in the event that the other party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Agency has reasonable grounds to believe the Client will not pay the Agency's invoice within the payment terms detailed in clause 3.
- 11.3. On termination of the Agreement for any reason:
 - 11.3.1. the Client shall immediately pay to the Agency all of the Agency's outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, the Agency shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - 11.3.2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry and the continuing liability of the Client to pay the Agency all Introduction Fees in accordance with clause 3; and
 - 11.3.3. clauses which expressly or by implication survive termination shall continue in full force and effect.

12. AGENCY STAFF

- 12.1. In the event that any Agency staff ("**Cast UK Employee**") with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency or within 12 months of leaving the Agency, the Client shall be liable to pay a fee to the Agency equal to the greater of:
 - 12.1.1. an Introduction Fee to the Agency calculated in accordance with clause 3.3 in relation to that Cast UK Employee; or
 - 12.1.2. the preceding 6 calendar months' commission revenue generated by the applicable Cast UK Employee for the Agency on all matters.

- 12.2. The Client shall be bound by the covenant set out in clause 12.1 during the term of these Terms, and for a period of 12 months after termination or expiry of these Terms, or the last Introduction made by the Agency, whichever is the earlier.

13. LIABILITY

- 13.1. The Agency shall not be liable under any circumstances for any Losses which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 13.2. The Agency's total liability to the Client in respect of all other losses arising under or in connection with the Agreement, whether in this Agreement, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Introduction Fees actually received by the Agency.
- 13.3. The Client shall indemnify and keep indemnified the Agency against all Losses incurred by the Agency arising out of or in connection with:
- 13.3.1. any non-compliance by the Client with the Data Protection Laws; and/or
 - 13.3.2. any breach of the Agreement by the Client or by its employees or agents; and/or
 - 13.3.3. the enforcement of the Agreement by the Agency; and/or
 - 13.3.4. any breach by the Client 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/or
 - 13.3.5. any unauthorised disclosure of a Candidate details by the Client, or any of its employees or agents.

14. PUBLICITY

The Agency shall be entitled to use the Client's logo and branding in the Agency's marketing material as it sees fit, acting reasonably, in order to verify the Client as a client of the Agency.

15. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

16. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

17. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

SCHEDULE 1

DATA PROTECTION

1. PROCESSING BY CLIENT

The Agency may provide and the Client may process Personal Data relating to potential candidates (being the category of Data Subject) for specific or speculative job roles as part of the recruitment process.

Where a potential candidate is submitted by the Agency for a specific role, Personal Data relating to that individual shall only be retained for so long as the candidate is being considered for that particular role by the Client. Where a candidate is no longer under consideration, all Personal Data relating to that individual shall be returned to the Agency and/or deleted by the Client within 30 days.

Where a candidate is submitted by the Agency on a speculative basis, the Client shall only retain such information for a period of 90 days, after which, if no suitable role has been identified, any Personal Data shall be deleted.

The types of Personal Data that may be transferred to the Client pursuant to this Agreement include:

- Name;
- Date of birth;
- Avatar;
- Contact details;
- Education details;
- Employment history;
- Emergency contacts;
- Referee details;
- Immigration status (whether you need a work permit);
- Nationality/citizenship/place of birth;
- A copy driving licence and/or passport/identity card;
- Financial information;
- Social security number (or equivalent) and any other tax-related information;
- Diversity information including racial or ethnic origin, religious or other similar beliefs, and physical or mental health, including disability-related information;
- Details of any criminal convictions (if relevant to the role);
- Details about remuneration, pensions and benefits arrangements; and
- Information on interests and needs regarding future employment.

2. PROCESSING BY CAST UK

The Agency may collect and process certain limited data relating to the Client as part of the provision of recruitment services to the Client and in order to ensure that the relationship runs smoothly.

Details of this processing can be found in Cast UK's Privacy Policy, a copy of which can be found at www.castuk.com/privacy-notice. Alternatively, a hard copy can be provided on request.