

Recruitment Services Agreement

Key Terms Sheet

Parties			
Leep Talent	Company Details:	Leep Talent Limited incorporated and registered in England and Wales with company number 04179244 and whose registered office is at Unit 10 Newby Road, Hazel Grove, Stockport, England, SK7 5DA	
	Key Contact:	[INSERT]	
	Email:	[INSERT]	
	Telephone:	[INSERT]	
Client	Company Details:	[insert company name] incorporated and registered in England and Wales with company number [insert company number] and whose registered office is at [insert address]	
	Key Contact:	[INSERT]	
	Email:	[INSERT]	
	Telephone:	[INSERT]	
	Authorised Persons	The following persons have authority on behalf of the Client to instruct Leep Talent to supply the Services: [INSERT e.g. HR Director, Recruitment Manager or the Client's [HR Department]]	
Key Information			
Services	the provision of recruitment services as more particularly described in clause 3 of the Terms of Service and the applicable Request for Services (as defined in the Terms of Service).		
Effective Date	[INSERT]		
Notices		Leep Talent	Client
	By hand / by post	Registered office	Registered office
	By email	[INSERT]	[INSERT]
	FAO	[INSERT]	[INSERT]
Special Terms	[In the Terms of Service: [(a) Clause [NUMBER] deleted: The entire text of Clause [NUMBER] is deleted and replaced with the words "Not used". [(b) Clause [NUMBER] added: This Clause is inserted into the Conditions: [NEW CLAUSE]]. [(c) Clause [NUMBER] amended: This Clause is amended to read as follows: [AMENDED CLAUSE IN FULL].] OR [None]]		
Schedules	Schedule 1: Terms of Recruitment Services Schedule 2: Data Sharing and Processing		
Basis of Agreement			
(A) Leep Talent provides services for the recruitment of qualified individuals.			

- (B) The Client wants to obtain and Leep Talent, acting in the capacity of an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973), wants to provide recruitment services from time to time subject to the terms and conditions set out in this document.
- (C) The provision of all recruitment services by Leep Talent is governed by this agreement which starts on the date shown at the beginning of this Key Terms Sheet and is made up of the following parts:
- (a) this Key Terms Sheet (including any Special Terms);
 - (b) the Terms of Recruitment Services attached at Schedule 1; and
 - (c) the other Schedules.
- All of these together are called the “**Agreement**”.
- (D) The Agreement sets out everything agreed between Leep Talent and the Client about its subject. It replaces any previous agreements, understandings, or arrangements, whether spoken or written, about these matters. Each party confirms that, when entering into the Agreement, they have not relied on anything (whether said innocently or negligently) that is not included in it. Neither party can make a claim for innocent or negligent misrepresentation based on anything said or done before the Effective Date.
- (E) Save as otherwise stated in the Terms of Recruitment Services, if any of the document that make up the Agreement have terms that conflict with, are inconsistent with, or are unclear compared to each other, the terms in the document that appears higher on the list above shall take precedence over the terms in a document that appears lower on the list.

Signatures

Signed for and on behalf of Leep Talent		Signed for and on behalf of Client	
Name		Name	
Position		Position	
Signature		Signature	
Date		Date	

Schedule 1 Terms of Recruitment Services

These Terms were last updated on: February 2026

1. Basis of Contract and Requests for Service

- 1.1 These Terms of Service together with the Key Term Sheet, make up a legally binding agreement establishing a framework for the supply of Services by Leep Talent to the Client with effect from the Effective Date.
- 1.2 An Authorised Person of the Client may, from time to time, request that Leep Talent provides the Services in respect of a vacancy the Client has identified (a **Request for Services**). Each Request for Service shall at a minimum specify:
 - (a) the position which the Client seeks to fill, including the type of work and intended duties the Applicants in that position would be required to do;
 - (b) length of probation of the roles, and notice period, if applicable;
 - (c) the date and location on which the Client requires the Applicants to commence work;
 - (d) the location, hours of work and the duration or likely duration of the role, if not permanent;
 - (e) the experience, training, qualifications, authorisations and any special skills which the Client considers are necessary, or which are required by Applicable Law, or by any professional body, for the Applicant to have to work in the position;
 - (f) the minimum rate of remuneration and any other benefits which would be offered to the successful Applicants;
 - (g) any expenses payable by or to the Applicants;
 - (h) any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks; and
 - (i) any travel expected within the role.
- 1.3 Leep Talent shall, within a reasonable period of its receipt of a request from an Authorised Person, indicate to the Client whether it wishes to provide the Services requested. If Leep Talent indicates that it does, the parties will work together to finalise the Request for Services. As part of this process the Client (or at its option, Leep Talent) will arrange a call or meeting with Leep Talent's Key Contact to agree the recruitment process, timeline, job requirements and the required service levels for delivery (if any) of the Services.
- 1.4 Once agreed each Request for Service shall form part of the Agreement.
- 1.5 Nothing in the Agreement shall oblige the Client to request the provision of any Services or, until a Request for Services has been agreed, oblige Leep Talent to provide any Services.

2. Relationship between the parties

- 2.1 The relationship of Leep Talent and the Client shall be that of independent contractor and nothing contained in the Agreement shall create a relationship of employer and employee, principal and agent or partnership between its parties.

- 2.2 No party shall pledge the credit of the other or sign any document, enter into any agreement or make any promise on behalf of the other or in any way indicate that it is entitled to do so without the prior written consent of the other party.

3. Leep Talent's obligations

- 3.1 Leep Talent shall use reasonable endeavours within any timeframes agreed between the parties from time to time to search for, identify and introduce to the Client Applicants who meet the Client's minimum criteria for the vacant positions the Client requires filling as stipulated in the Request for Services.
- 3.2 Leep Talent shall only introduce to the Client Applicants who:
 - (a) have confirmed that they meet the minimum criteria for the position stipulated by the Client in the Request for Services;
 - (b) have the right to work in the United Kingdom and, in particular, Leep Talent shall comply with the Immigration Asylum and Nationality Act 2006, the Immigration Act 2016 and other relevant UK legislation regarding the reporting of labour movements, concealed employment and the employment of foreign workers;
 - (c) where an Applicant is required by law or any professional body to have any qualifications, authorisations or certification to work on the Assignment or the Assignment involves working with any vulnerable persons (within the meaning of regulation 2 of the Conduct Regulations 2003), take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations or certification and two references. If Leep Talent is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to obtain the necessary information; and
 - (d) Leep Talent has taken reasonable steps to determine that it knows of no reason accepting the role would be determinantal to the interests of the Applicant.
- 3.3 The Client acknowledges that:
 - (a) Leep Talent shall not undertake any checks beyond those set out in clause 3.2 and that insofar as Applicants provide details of their medical history, previous terms and conditions of employment, names and addresses of previous employers, periods of employment, reasons for leaving, personal details, criminal convictions, work permits or qualifications, Leep Talent accepts no responsibility for verifying them or ensuring they are complete and accurate;
 - (b) Leep Talent does not and is not obliged to ask Applicants to supply personal or business references relating to their past employment or otherwise. If the Applicant supplies references voluntarily Leep Talent accepts no responsibility for checking the validity of them;
 - (c) Leep Talent is not responsible for arranging work permits, insurance or other incidental requirements of employment for the Applicant;

- (d) when assessing the suitability of a prospective Applicant, Leep Talent shall place reliance on the role details provided by the Client as set out in the Request for Services and make no further assessment of the Client's requirements; and
- (e) the final decision to engage the Applicant rests with the Client.

3.4 All Introductions are valid for a period of 12 months.

4. Client's obligations

4.1 The Client shall:

- (a) co-operate with Leep Talent in all matters relating to the Services;
- (b) promptly provide to Leep Talent all documents, information (including that required under clauses 1.2 and 1.3), items or materials reasonably required by Leep Talent in connection with the performance of the Services;
- (c) provide Leep Talent with prompt feedback on all Applicants submitted for a role to fulfil a Request for Services

5. Changes to requirements

- 5.1 The Client shall provide Leep Talent with at least 48 hours' notice of any change to its requirements under an agreed Request for Services.
- 5.2 The Client may withdraw a Request for Services at any time where it has closed or withdrawn the associated vacancy subject always to payment of any Fees due and payable for Services already performed. The Client shall notify Leep Talent promptly of any closure or withdrawal of a vacancy and the associated Request for Services.

6. Reviews

- 6.1 Each party shall nominate a Key Contact to deal with the management of the Agreement. Each party may change the identity of its Key Contact at any time and each representative may appoint a suitable deputy or alternate to perform some or all of the Key Contact's functions in his absence. Each party shall notify the other in writing of any change or appointment of a deputy or alternate. The Key Contact for each party as at the Effective Date is set out in the Key Terms Sheet.
- 6.2 The parties shall meet regularly to review the Services provided by Leep Talent. Any resulting changes agreed to the Services, remuneration or any other aspect of the Agreement shall be of no effect unless confirmed in writing.

7. Fees and Payment

- 7.1 In consideration of Leep Talent's provision of the Services in accordance with the Agreement, the Client shall pay the Fees in accordance with this clause 7.
- 7.2 Leep Talent shall be entitled to payment of a Fee for each Engagement of an Applicant arising from the provision of the Services notwithstanding the fact that the Engagement may not comply with the Client's original requirement or role details. Subject to clause 7.3, the Fee payable shall be equal to the percentage of the agreed Remuneration for such Applicant calculated as follows:

	Basis of Hire	Remuneration to £49,999	Remuneration from £50,000 +
PERMANENT	Contingent	20%	25%
	Retained	Contingent Perm: Minus (-) 2.5%	Contingent Perm: Minus (-) 2.5%
FIXED TERM	Contingent	Contingent Perm: Plus (+) 2.5%	Contingent Perm: Plus (+) 2.5%
	Retained	Retained Perm: Plus (+) 2.5%	Retained Perm: Plus (+) 2.5%

- 7.3 Notwithstanding clause 7.2, the minimum fee that will be charged for a Permanent Applicant is £4,000.
- 7.4 For fixed term or part time positions, Fees will be calculated by the using the Remuneration, applied pro rata.
- 7.5 For fixed term or part time positions, if the Engagement is extended beyond the initial period, or if the Client re-engages the Applicant within 12 months from the date of termination of the most recent engagement, the Client shall be liable to pay a further fee as follows in line with clause 7.2.
- 7.6 The Request for Service will specify whether the Fee will be payable on a Contingent or Retained basis. Where the Request for Service is silent, the Fee shall be calculated on a Contingent basis.
- 7.7 Leep Talent shall be entitled to invoice the Client for the Fee for each Engagement of an Applicant as follows:

Contingent	On or following the agreed start date for the applicable Applicant.
Retained	In 2 instalments as follows: <ul style="list-style-type: none"> (a) a non-refundable payment equal to 30% of the total Fee due, invoiced on written acceptance of the retainer Fee proposal by Leep Talent; and (b) a payment which is refundable in line with clause 8 equal to 70% of the total Fee due invoiced on or following the agreed start date of the applicable Applicant.

- 7.8 If more than one Applicant is Engaged by the Client, then the Client shall pay a Fee in respect of each Applicant. When a Client hires any additional Applicants submitted within the shortlist on a Retained Fee, the full Contingent Fee at the appropriate rate is payable. Agreements for Retained and Contingent hires represent individual contracts.

- 7.9 If an Applicant is rejected by the Client or any Applicant rejects an offer of Engagement by the Client, and the Applicant is subsequently engaged by the Client within 12 months of the date of last Introduction to the Client via Leep Talent, the Client shall pay the Contingent Fee to Leep Talent, in accordance with clause 7. No refund will be applicable for such Engagement under any circumstances.
- 7.10 If a Retained Fee is cancelled by the Client or deemed by Leep Talent to be inactive beyond a period of thirteen (13) weeks, then, unless agreed otherwise by Leep Talent, it will be deemed that the role is closed. Any subsequent roles of a similar nature will be subject to a new full Contingent or Retained Fee.
- 7.11 The Client shall pay all undisputed invoices in full and cleared funds without set-off by BACs transfer to Leep Talent's nominated bank account within 30 days of the invoice date.
- 7.12 The Client shall notify Leep Talent in writing within 10 Business Days of the invoice date if it disputes any amount set out in the invoice, specifying the amount and grounds for such dispute. The Client shall pay the undisputed portion by the due date. The parties shall meet within 10 Business Days of Leep Talent receiving the notice of dispute to resolve the dispute in good faith. If unresolved, the dispute resolution procedure in clause 17 shall apply.
- 7.13 Without prejudice to any other right or remedy it may have Leep Talent may:
- charge interest on all overdue sums at a rate of 4% per annum above the current base rate of the Bank of England from the due date until the date of payment; and
 - suspend Services if payment is more than 30 days overdue, upon giving 14 days' written notice. Suspension under this clause does not relieve the Client of any payment obligations or liability for Leep Talent's costs.
- 7.14 The Fees are exclusive of VAT and shall be payable by the Client in addition to the Fees at the rate and in the manner prescribed by Applicable Law from time to time, subject to receipt of a valid VAT invoice.
- 7.15 Leep Talent reserves the right to vary the Fees agreed with the Client, by giving written notice to the Client.

8. Refunds and Discounts

- 8.1 Refunds and discounts are only payable on Fees relating to Permanent Applicants. No refunds, rebates or discounts are payable on Fees for Engagements of Applicants on fixed term contracts.
- 8.2 To qualify for a refund of, or discount on subsequent, Fees:
- the Client must pay the Fee in accordance with clause 7;
 - the Client must notify Leep Talent in writing of the termination of the Engagement within 7 days of its termination; and
 - the Engagement must not have been terminated by reason of redundancy.

- 8.3 The refund or discount shall be calculated in accordance with the table below:

Date of termination of Permanent Applicant	Proportion of Introduction Fee repayable
Within 13 weeks (including period of notice) of the start date of the Engagement	1/13 of the applicable Fee for each full week unemployed
After 13 weeks (including period of notice) but before the end of week 26 (including period of notice) of the start date of the Engagement	At request of Client Leep Talent will provide a charged replacement with a discount of 25% applied to the new Fee. Only one (1) replacement discount will be provided per original Engagement

9. Intellectual Property

- 9.1 All right, title and interest in all Intellectual Property Rights created by a party prior to or independently of the provision of the Services shall vest in the party which created them.

10. Data Ownership and Processing

- 10.1 All information relating to an Applicant is confidential and subject to the Data Protection Laws and is provided only with the explicit consent of the Applicant (unless otherwise required by law) solely for the purpose of providing work-finding services to the Client. Such information must therefore not be used for any other purpose nor divulged to any third party. The Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.
- 10.2 Each party retains ownership of its own data.
- 10.3 Schedule 2 sets out the scope, nature and purpose of processing of a party's personal data by the other party, the duration of that processing and the types of personal data and categories of data subject.
- 10.4 Where one party is acting as data controller and the other party is acting as data processor of personal data, the data processor shall:
- process such personal data only on the documented instructions of the data controller, unless required to do so by law, in which case, the processor shall inform the controller of that legal requirement before processing, unless that law forbids such information on important grounds of public interest;
 - ensure that persons authorised to process that personal data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality;
 - implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the other party's personal data and against its accidental loss, damage or destruction;

- (d) assist the data controller in responding to any request from a data subject to exercise their rights under Data Protection Laws;
 - (e) notify the data controller without undue delay on becoming aware of a personal data breach;
 - (f) at the choice of the data controller delete or return all the personal data to the data controller at the end of the provision of services related to the processing and deletes all copies unless required to store the personal data by law; and
 - (g) make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 UK GDPR and allow for and contribute to audits, including inspections, conducted the data controller or another auditor mandated by the data controller.
- (e) the parties agree in writing is not confidential or may be disclosed.

11.5 The confidentiality obligations set out in this clause 11 shall continue during and for 2 years following the expiry or termination of the Agreement, except for personal data which shall be protected in accordance with Data Protection Laws for as long as it is retained.

11.6 Upon expiry or termination of the Agreement or upon request, each party shall (at the other party's election):

- (a) return all Confidential Information in tangible form; or
- (b) securely destroy or permanently erase (including, to the extent legally and technically practicable, from its computers and communications systems and devices or from systems and data storage services provided by third parties) all documents and materials containing, reflecting, incorporating or based on any Confidential Information; and
- (c) certify in writing that it has complied with the requirements of this clause 11.6.

11.7 Nothing in clause 11.6 shall require a party to return, destroy or erase any documents and materials containing or based on the other party's Confidential Information that a party is required to retain by Applicable Laws, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject or for legitimate business purposes (e.g., audit records or employment records). The provision of this clause 11 shall continue to apply to any documents and materials retained by a party pursuant to this clause 11.7.

11. Confidentiality

11.1 Each party undertakes to keep confidential the other's Confidential Information and not to divulge it to any third party or use it itself other than in accordance with this clause 11 without the prior written consent of the other party.

11.2 Each party shall:

- (a) use Confidential Information only for the purposes of the Agreement;
- (b) protect Confidential Information with the same degree of care as its own (but no less than reasonable care);
- (c) limit disclosure of Confidential Information to employees, subcontractors, and advisers with a need to know; and
- (d) ensure recipients of Confidential Information are bound by equivalent confidentiality obligations.

11.3 Confidential Information may be disclosed:

- (a) to professional advisers under duties of confidentiality;
- (b) as required by Applicable Law, court order, or regulatory authority (with prior notice to the discloser where legally permissible); or
- (c) with the prior written consent of the discloser.

11.4 Confidential Information shall not include, and the obligation of confidence set out in this clause 11 shall not apply, to information that:

- (a) is or becomes generally available to the public (other than as a result of the recipient's breach);
- (b) was available to the recipient on a non-confidential basis before disclosure by the discloser;
- (c) was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the discloser or otherwise prohibited from disclosing the information to the recipient;
- (d) is developed by or for the recipient independently of the information disclosed by the discloser; or

12. Warranties and representations

12.1 Each party warrants and represents that:

- (a) it has full power and authority and all necessary consents to enter and perform its obligations under the Agreement;
- (b) entering into the Agreement does not breach any other agreement or obligation; and
- (c) it shall comply with all Applicable Laws including the Conduct Regulations.

12.2 Leep Talent warrants that:

- (a) for the purposes of the Conduct Regulations it is acting in the capacity of an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) For the purposes of the Conduct Regulations 2003, in relation to the Introduction of Applicants pursuant to the Agreement;
- (b) it shall deliver the Services with reasonable skill and care using standards, practices, methods and procedures which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision of similar services to an entity of a similar size and nature as the Client; and
- (c) it shall comply with any applicable safeguarding requirements and maintain appropriate policies and procedures.

13. Indemnities, liability and insurance

- 13.1 For the purpose of this clause liability shall mean every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation or otherwise.
- 13.2 Nothing in the Agreement excludes or limits liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) unpaid fees and charges properly due under the Agreement; or
 - (d) any other liability that cannot be excluded or limited by law.
- 13.3 No warranty or representation express or implied is given in respect of any Applicant Introduced by Leep Talent to the Client. No liability can be accepted by Leep Talent for any failure of the Applicant to perform or comply with their terms of employment or for any loss, expense, damage or delay however occasioned arising from the Introduction of the Applicant to the Client or their employment by the Client.
- 13.4 Subject to clause 13.2, each of Leep Talent's and the Client's liability under or in connection with the Agreement:
- (a) in respect of each claim or series of connected claims shall be limited to the fees paid and payable to Leep Talent for the Services relating to such claims in the 12 months preceding the claim, or, where such Services have not been provided for a period of 12 months when the claim arises, a sum equal to the average fees that would have been paid and payable for such Services during such a 12 month period but for the claim; and
 - (b) in the aggregate in respect of all claims shall be limited to £25,000.
- 13.5 Leep Talent shall not be liable to the Client for any: (i) loss of profit; (ii) loss of business; (iii) loss goodwill; or (c) loss of indirect, special, punitive or consequential damages.
- 13.6 Each party shall take reasonable steps to mitigate any losses it is entitled to claim under the Agreement.
- 13.7 Leep Talent shall during the term of the Agreement and for at least 2 years following its expiry or termination maintain and provide evidence on request of:
- (a) public liability insurance of at least £10,000,000 per claim;
 - (b) professional indemnity insurance of at least £5,000,000 per claim and in the aggregate per annum; and
 - (c) employers' liability insurance of at least £5,000,000 per claim and in the aggregate per annum or, if higher, as otherwise required by Applicable Law.
- 14. Term and Termination**
- 14.1 The Agreement will commence on the Effective Date and will continue, subject to earlier termination in accordance with the remainder of this clause 14, until terminated by Leep Talent or the Client on 90 days' written notice.
- 14.2 Without affecting any other right or remedy available to it, Leep Talent or the Client may terminate the Agreement immediately by written notice if the other party:
- (a) commits a material breach and if such breach is capable of remedy, fails to remedy it within 21 days of written notice specifying the breach and requiring remedy; or
 - (b) commits repeated breaches (whether or not remedied) demonstrating inability or unwillingness to comply with the Agreement.
- 14.3 Without affecting any other right or remedy available to it, Leep Talent or the Client may terminate the Agreement immediately by written notice if the other party:
- (a) is unable to pay its debts as they fall due;
 - (b) enters into administration, liquidation, receivership, or similar insolvency process;
 - (c) makes a composition or arrangement with creditors; or
 - (d) ceases or threatens to cease carrying on business.
- 14.4 Without affecting any other remedy available to it, Leep Talent may terminate the Agreement if the Client:
- (a) fails to pay any undisputed sums for more than 45 days after written notice;
 - (b) suffers such a deterioration of its financial position as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or
 - (c) undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 15. Consequences of termination**
- 15.1 Save as provided in the remainder of this clause 15.1.4(a), each party's rights, liabilities and obligations under the Agreement shall cease upon its termination or expiration.
- 15.2 Each party's accrued rights and liabilities and the rights and obligations of each party that are expressly or by implication intended to come into force upon, or remain in force following, the termination or expiration of the Agreement (including under clauses 10 (Data Ownership and Processing), 11 (Confidentiality), 13 (Indemnities, Liability and Insurance), 15.1.4(a) (Consequences of Termination), 17 (Dispute Resolution), clause 19 (General Provisions) and clause 21 (Governing Law and Jurisdiction)) shall survive any termination or expiration of the Agreement.
- 15.3 Upon termination of the Agreement:
- (a) the Client shall pay all fees due for Services delivered up to termination;
 - (b) Leep Talent shall refund any Fees paid for Services not delivered; and
 - (c) each party shall return or destroy the other party's Confidential Information in accordance with clause 11.
- 16. Force Majeure**

16.1 Neither party shall be liable for failure or delay in performing its obligations under the Agreement due to events beyond its reasonable control, including:

- (a) acts of God, natural disasters, epidemics, pandemics;
- (b) war, terrorism, civil unrest;
- (c) government action, legislation, or regulation preventing performance;
- (d) failure of utilities, telecommunications, or transport networks; or
- (e) industrial action (not involving the party's own employees)

(each a **Force Majeure Event**).

16.2 The affected party shall:

- (a) notify the other party promptly of the Force Majeure Event;
- (b) use reasonable endeavours to mitigate the effects and resume performance: and
- (c) keep the other party informed of expected duration.

16.3 If the Force Majeure Event continues for more than 60 days, either party may terminate the affected Services, or if all Services are affected, the Agreement on written notice without penalty.

16.4 Force Majeure Events do not excuse payment obligations for Services already delivered.

17. Dispute resolution

17.1 If a dispute arises between the parties, the parties shall attempt to resolve the dispute through the following escalation:

- (a) The affected party shall notify the other party of the dispute in writing (**Dispute Notice**).
- (b) The parties' operational managers shall meet within 5 Business Days of receiving the notice of the dispute and negotiate in good faith.
- (c) If the parties cannot resolve the dispute within 10 Business Days of the Dispute Notice, the dispute shall be escalated to senior executives (Director level or above). Senior executives shall meet within 10 Business Days and negotiate in good faith.
- (d) If the senior executives are unable to resolve the dispute, either party may refer the dispute to mediation, conducted by a single mediator appointed by CEDR (Centre for Effective Dispute Resolution) and conducted in accordance with CEDR Model Mediation Procedure. The parties shall share mediation costs equally.
- (e) If mediation does not resolve the dispute within 30 Business Days (or if the parties agree mediation is inappropriate), either party may commence court proceedings. Mediation does not preclude court proceedings for urgent interim relief.

17.2 Unless otherwise agreed, the parties shall continue to perform their obligations under the Agreement during dispute resolution (subject to termination rights and suspension rights for non-payment).

18. Assignment

18.1 The Client shall not assign, subcontract or otherwise transfer the Agreement or the benefits or obligations under it without the prior written consent of Leep Talent, such consent not to be unreasonably withheld or delayed.

18.2 Leep Talent shall be entitled to assign, subcontract or otherwise transfer the Agreement or the benefits or obligations under them on prior written notice to the Client.

19. General provisions

19.1 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19.2 If any part of the Agreement becomes illegal or invalid, the parts of the Agreement which are not illegal or invalid shall remain in force to the fullest extent permitted by Applicable Law.

19.3 Failure or delay of either party to enforce any part of the Agreement shall not affect that party's rights to enforce the same part later (or on a separate occasion) or the rest of the Agreement.

19.4 The Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one agreement. Electronic signatures shall be valid.

20. Notices

20.1 Notices under the Agreement shall be in writing and delivered to the address and for the attention of the persons specified in the Key Terms Sheet: (i) by hand (effective on delivery); (ii) by first-class post (effective 48 hours after posting); or (iii) by email (effective at time of transmission during business hours (being 09:00 to 17:00 (BST/GMT) on Business Days), or 9am (BST/GMT) on the next Business Day if sent outside business hours).

20.2 Either party may change its notice details by written notice to the other party.

21. Governing Law and Jurisdiction

21.1 The Agreement and any disputes arising from them shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

22. Definitions and Interpretation

22.1 In the Agreement the following terms have the following meanings:

Applicable Law: any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which the Client or Leep Talent is bound to comply.

Applicant: a person Introduced by Leep Talent to the Client for an Engagement, including any officer or employee of the Applicant if the Applicant is a limited company and members of Leep Talent's own staff.

Authorised Persons: the persons identified in the Key Terms Sheet who have authority to instruct Leep Talent to supply the Services, as may be updated from time to time by the Client on written notice.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conduct Regulations: the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319).

Confidential Information: all information (however recorded or preserved) that one party discloses (**discloser**) or makes available to the other party (**recipient**) in connection with the Agreement and which would be regarded as confidential by a reasonable business person, including commercial terms, pricing, and business strategies, proprietary methodologies and know-how, personal data relating to the Applicants or any other information of a confidential nature relating to the other party's operations, products, processes, trade secrets or know-how.

Contingent: an Applicant is hired on a permanent basis

Controller: has the meaning given to it in the UK GDPR.

Data Protection Laws all applicable privacy and data protection laws relating to the processing of personal data and the privacy of electronic communications including the EU GDPR, the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications Regulations (EC Directive) Regulations 2003 (SI 2003/2426).

data subject: has the meaning given to it in the UK GDPR.

Engagement: the engagement, employment or use of the Applicant by the Client or any third party to whom the Applicant has been Introduced by the Client, directly or indirectly, on a permanent basis (**Permanent Applicant**) or a temporary basis, whether under a contract of service or for services, under an agency, licence, franchise or partnership arrangement, or any other engagement and/or through a company of which the Applicant is an officer, employee or other representative; and **Engage, Engages, Engagement** and **Engaged** shall be construed accordingly.

Fees: the fees payable by the Client for the Services.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Introduction: the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for candidates for a particular role; or passing to the Client a curriculum vitae or information which identifies the Applicant; and in each case which leads to an Engagement of that Applicant; and **Introduce** shall be construed accordingly.

Key Contacts: the persons identified in the Key Terms Sheet as the representatives of each party for the purpose of clause 6.

Key Terms Sheet: the cover sheet attached to these Terms (or which refers to them) agreed by Leep Talent and the Client, and which sets out the key commercial terms relating to the Agreement.

personal data, and personal data breach: has the meaning given to such terms in the UK GDPR.

processor and processing: has the meaning given to such terms in the UK GDPR.

Remuneration: gross base salary or fees, guaranteed bonus and commission earnings, and inducement payments.

Request for Services: has the meaning given in clause 1.3.

Retained: An applicant is head hunted and a part payment up front from the client will be agreed

Terms: these Terms of Recruitment Services.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax or any equivalent tax chargeable in the UK.

22.2 Any capitalised terms in the Key Terms Sheet shall have the same meaning in these Terms.

22.3 Headings are included for convenience only and shall not affect the construction or interpretation of the Agreement.

22.4 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

22.5 A reference to writing or written includes email but excludes fax.

22.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Schedule 2 Data Sharing and Processing

1 Data Transfers

Where Leep Talent is acting as Data Controller	
Subject matter of the processing	
Type and Categories of personal data	
Data subjects	
Nature and Purposes of processing	
Duration of the processing	

Where the Client is acting as Data Controller	
Subject matter of the processing	
Type and Categories of personal data	
Data subjects	
Nature and Purposes of processing	
Duration of the processing	