

EXCLUSIVE TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

These Terms of Business constitute the contract between **Aaron Wallis Recruitment and Training Limited** ("the Agency") and the **Client** for the Introduction of permanent or contract staff to be directly employed by the Client. The Agency confirms to its Clients that it is acting as an Agency for the purpose of the introduction of Applicants, in its capacity as an Employment Agency (in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 - as amended from time to time).

1. DEFINITIONS AND INTERPRETATION

"Agency": Aaron Wallis Recruitment and Training Limited (Registered in England No. 6356563) of The Stable Yard 25-33 Vicarage Road, Stony Stratford, Milton Keynes, Buckinghamshire, England, MK11 1BN.

"Applicant": The individual introduced by the Agency to the Client for an Engagement, including members of the Agency's own staff or officers/employees of a limited company if applicable.

"Cancellation Fee": The fee payable by the Client to the Agency when the Client withdraws an offer of Engagement after it has been accepted by the Applicant.

"Client": The person, firm, or corporate body (along with any subsidiaries or associated companies as defined by the Companies Act 2006) to which an Applicant is introduced.

"Commencement Date": The earlier of (i) the date these Terms are signed by the last party, and (ii) the date on which the Client first accepts these Terms by conduct in accordance with Clause 2.1, from which date these Terms shall become effective.

"Data Protection Laws": means all applicable data protection and privacy legislation in force from time to time including, without limitation, (i) the "UK GDPR" being the EU law version of the General Data Protection Regulation ((EU) 2016/679) as retained in English law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419), the Data Protection Act 2018 (and regulations made thereunder) (ii) the General Data Protection Regulation (EU) 2016/679 (the "GDPR") and any national implementing laws, regulations and secondary legislation and (iii) in respect of all legislation referred to in (i) and (ii), or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

"Engagement": means the engagement, employment (which includes for the avoidance of doubt any training, induction or probationary period) or use, including non-productive use, of the Applicant by the Client or any group company, associated entity, subsidiary, parent undertaking, or third party 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; directly or through a limited company of which the Applicant is an officer or employee.

"Exclusivity Term": means the period commencing on the Commencement Date and during which these Terms shall remain in force.

"Guaranteed Bonuses": promised payments which would normally be, but are not limited to, guaranteed commission or one-off payments to join, colloquially known as 'golden handshakes'. For clarity, the Agency does not charge on non-guaranteed commission.

"Introduction": means (i) the passing to the Client of a CV or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone, online or by any other means), following the Client's instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and "Introduces" and "Introduced" shall be construed accordingly;

"Introduction Fee": The fee payable by the Client to the Agency for an Introduction resulting in an Engagement.

"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;

"Remuneration": Includes base salary or fees, guaranteed bonuses, allowances, inducement payments, and all other taxable or non-taxable emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. For the avoidance of doubt, the Agency does not charge fees on company cars, company car allowances, or non-guaranteed commission earnings.

"Replacement Applicant": An Applicant introduced to fill a vacancy following a previous Applicant whose Engagement either failed to commence or terminated within its first 4 weeks. If no replacement is found after exhausting all reasonable resources, the Agency may withdraw the offer.

2. THE CONTRACT

2.1 Acceptance: These Terms shall take effect on the earlier of: (a) the Commencement Date; and (b) the date on which the Client requests recruitment services from the Agency, receives or accepts an Introduction, interviews an Applicant, engages an Applicant, or discloses any information relating to an Applicant to a third party. From that date, the Client shall be deemed to have accepted these Terms in full.

2.2 Entire Agreement: These Terms constitute the entire agreement between the parties. They prevail over any purchase conditions or terms put forward by the Client, unless varied and agreed in writing by a director of the Agency.

2.3 Client Reliance: The Client acknowledges it does not rely on any statements, promises, or representations not explicitly set out within these Terms.

2.4 Validity: Unless agreed separately in writing, these Terms remain valid for twelve months from the date of agreement by the Client.

2.5 Good Faith: The Client shall act reasonably and promptly in providing feedback and progressing recruitment processes, applying non-discriminatory standards throughout.

3. NOTIFICATION, FEES AND CHARGES

3.1 Client Obligations: The Client agrees to notify the Agency immediately upon:

- Receiving a CV from the Agency for an Applicant already known to them or previously received. In this circumstance, The Client must provide documentary evidence that it was actively engaged in discussions with the Applicant regarding the relevant role prior to the Introduction (failing which, the Introduction is deemed made by the Agency).
- Making an offer of Engagement to an Applicant.
- An offer being accepted, providing full details of the agreed Remuneration.

3.2 Payment Terms: All fees are subject to VAT at the prevailing standard rate. Invoices must be paid within 30 days of the invoice date directly to the Agency.

3.3 Fee Trigger: Except for fees incurred under Clauses 3.7, 5.1, or 5.2, no fee is incurred until the Applicant commences the Engagement, at which point an invoice will be rendered.

3.4 Late Payment: The Agency reserves the right to charge interest on unpaid amounts under the Late Payment of Commercial Debts (Interest) Act 1998 at a rate of 5% per annum above the Bank of England base rate, calculated from the due date to the payment date.

3.5 Introduction Fee Calculation: The fee is calculated at a percentage of the first-year Remuneration as detailed in Schedule One. For roles with no set remuneration (e.g., commission-only), a minimum fee of £5,000 + VAT applies unless agreed otherwise in writing.

3.6 Fixed-Term Placements: For Engagements under 12 months, the fee must be agreed in advance with an Agency director. If a fixed-term Engagement is extended or the Applicant is re-engaged within 6 months of termination, a further fee will apply up to the first anniversary of the original start date. Total fees paid will not exceed the full 12-month placement fee.

3.7 Engagement of Agency Staff: If any member of the Agency's staff with whom the Client has had personal dealings accepts an Engagement with the Client during their employment or within 3 months of leaving the Agency, the Client shall pay a full Introduction Fee at 20% of the candidate's first year remuneration. No refunds apply under this clause.

4. REFUNDS, REPLACEMENTS AND REBATES

4.1 Conditions Precedent: To qualify for any refund, rebate, free replacement, or discount guarantee under this section, the Client must have paid the original invoice strictly within the 30-day payment term to the Agency.

4.2 Notification of Termination: The Client must notify the Agency in writing within 7 days of the termination of an Engagement, providing a copy of the termination letter where possible.

4.3 Applicant-Led Termination (Refunds & Replacements): If the Engagement is terminated by the Applicant, or by the Applicant's death, within 12 months of commencement, the following apply:

- **Weeks 1–4:** The Agency will provide a single Replacement Applicant free of charge within an agreed timeframe.
- **Months 2–6:** A monetary rebate of 40% of the fee. Or, in agreement with the Client, the Agency may elect to offer a single Replacement Applicant free of charge within an agreed period instead of providing a monetary rebate. Choosing a replacement waives the right to a monetary refund.
- **Months 7–12:** A monetary rebate of 20% of the fee.

4.4 Client-Led Termination (Discount Guarantee): If the Client terminates the Engagement within 12 months, a discount will be applied to the *next* invoice issued to the Client as follows:

- **Up to 3 Months:** 75% discount.
- **Months 4–6:** 50% discount.
- **Months 7–12:** 25% discount.
- **Thereafter:** No discount.

Any discount credit under this clause must be used within 12 months and has no cash value.

4.5 General Guarantee Exemptions: Rebates and discount guarantees do not apply to fixed-term appointments under one year.

5. RE-ENGAGEMENT, THIRD-PARTY AND CANCELLATION FEES

5.1 Cancellation Fee: If a Client withdraws an offer of Engagement after acceptance of the offer by the Applicant, whether verbally, electronically or in writing for any reason other than unsatisfactory references, the Client is liable to pay 50% of the Introduction Fee. The Agency's contemporaneous records shall constitute prima facie evidence of acceptance.

5.2 Third-Party Introductions: Introductions are strictly confidential. If a Client passes Applicant details to a third party which results in an Engagement within 12 months of the Introduction, the Client is liable for the full Introduction Fee with no right to a refund.

5.3 12-Month Re-engagement: If an Applicant is engaged directly or indirectly by the Client within 12 months of their original Introduction, the full Introduction Fee is payable. Where Remuneration is unknown, the fee is calculated based on market averages or the maximum Remuneration originally stated for the assignment. The Introduction remains effective regardless of whether the Client initially rejects or declines to proceed with the Applicant

5.4 Trial Periods: Any trial, probationary or assessment period shall constitute an Engagement for the purposes of these Terms; no trial periods are permitted unless expressly agreed in writing by an Agency director.

6. SUITABILITY, REFERENCES AND LIABILITY

6.1 Agency Endeavours: The Agency shall act with due skill, care, and diligence, taking reasonably practicable steps to ensure Applicant suitability, verify details, and confirm the Applicant's willingness to work without detriment to either party's interests.

6.2 Client Responsibility: Notwithstanding Clause 6.1, the Client is ultimately responsible for satisfying itself as to the suitability of the Applicant. The Client must take up references, verify the right to work, arrange medical examinations, and ensure all regulatory or professional qualifications are met.

6.3 Information Provision: To allow compliance with Clause 6.1, the Client undertakes to provide full details of the position, including duties, hours, location, required qualifications, health/safety risks, notice periods, and remuneration structures.

6.4 Limitation of Liability: The Agency does not warrant the accuracy or completeness of any information provided by an Applicant or by any third party on the Applicant's behalf, and all implied terms, conditions and warranties are excluded to the fullest extent permitted by law. Subject to the remainder of this Clause 6.4, the Agency shall not be liable for any indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of opportunity, loss of goodwill or anticipated savings, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, in connection with any Introduction or Engagement. The Agency's total aggregate liability to the Client arising out of or in connection with these Terms, any Introduction or any Engagement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Introduction Fee paid by the Client in respect of the relevant Applicant. Nothing in these Terms shall exclude or limit the Agency's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited.

6.5 CV Verification: Independent CV verification via a third-party supplier is recommended and can be arranged by the Agency at the cost of £75 to £175 + VAT.

6.6 Indemnity: The Client shall indemnify the Agency against any losses, damages, liabilities, costs and expenses (including reasonable legal fees) suffered or incurred by the Agency arising out of any third-party claim, investigation or regulatory action to the extent caused by the Client's breach of Clause 7.2 or its breach of applicable Data Protection Laws. The Client shall have no liability under this Clause 6.6 to the extent that the relevant loss was caused by the Agency's own breach, negligence or wilful default. The Agency shall take reasonable steps to mitigate any loss for which it seeks to recover under this Clause 6.6.

7. EXCLUSIVITY TERM

7.1 Sole Agency Exclusivity: Subject to any separate written agreement signed by a director of the Agency, the Client appoints the Agency as its exclusive partner for the sourcing and Introduction of Applicants for the specified vacancy from the Commencement Date until the assignment is concluded or terminated. During this exclusivity period, the Client undertakes not to instruct any other employment agency, business, or third party to source candidates for the relevant vacancy.

7.2 Direct and Internal Applications: The Client agrees to forward all direct applications, internal candidate expressions of interest, or CVs received from alternative sources regarding the exclusive vacancy to the Agency immediately upon receipt. Any such candidate who is subsequently interviewed or engaged by the Client during the exclusivity period, or within 6 months following its expiry, shall be deemed an Introduction made by the Agency, and the Client shall be liable to pay the full Introduction Fee in accordance with Clause 3.5.

7.3 Breach of Exclusivity: In the event that the Client breaches Clause 7.1 by engaging a candidate for the exclusive vacancy through another employment agency, or via an independent third-party source without the Agency's involvement, the Client shall remain liable to pay the Agency a fee equal to 50% of the standard Introduction Fee that would have been payable based on the maximum advertised or estimated first-year Remuneration for that position.

8. GENERAL PROVISIONS

8.1 Confidentiality & Data Protection: Each party shall keep confidential all confidential information of the other party and shall not disclose such information to any third party except as permitted by these Terms or as required by law. The Client shall use information relating to an Applicant solely for the purpose of considering and, where applicable, progressing an Engagement, and shall not disclose such information to any third party without the Agency's prior written consent, save where disclosure is reasonably necessary for the Client's internal recruitment process or required by law. Each party shall comply with applicable Data Protection Laws in relation to any personal data received or processed in connection with these Terms. The Client shall implement appropriate technical and organisational measures to protect Applicant personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage, and shall not retain Applicant personal data for longer than is necessary for lawful recruitment and employment purposes. On request, the Client shall promptly cease using and, where lawful and reasonably practicable, delete or return Applicant personal data supplied by the Agency where no Engagement has taken place.

8.2 Notices: All notices must be in writing and sent via personal delivery, first-class prepaid post, or email to the recipient's registered office or notified address. Delivery is deemed served: when delivered by hand; 48 hours after posting if sent by first-class post; or at the time of transmission if sent via email.

8.3 Severability: If any provision of these Terms is deemed unenforceable by a competent authority, that provision shall be severed, and the remaining provisions shall continue valid to the fullest extent permitted by law.

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

SCHEDULE ONE: SCALE OF FEES

Introduction Fee: 15% of first-year Remuneration (basic salary and guaranteed bonuses/commission). For the avoidance of doubt, the Agency does not charge fees on company cars, company car allowances, or non-guaranteed commission earnings.

SCHEDULE TWO: EXCLUSIVE TERM

These reduced fees are offered on the basis that Aaron Wallis will be the exclusive recruiter for a term of three calendar weeks from the Commencement Date.

SCHEDULE THREE: ASSIGNMENT & ADVERTISING


The Agency shall source applicants for the role as defined by the Client. To enable the Agency to advertise vacancies at no cost to the Client (outside of Managed Advertising Campaigns), please select an advertising preference:

- Open Advertising:** The Agency may advertise vacancies at no cost, utilising either a confidential format or the Client's company name and logo (the signatory confirms authority to grant logo usage).
 - Confidential Advertising:** The Agency may advertise vacancies at no cost, strictly on a confidential basis without revealing the Client's identity.
 - No Advertising:** The role is strictly confidential; the Agency is instructed not to advertise the vacancy.
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EXECUTION AND AGREEMENT

I confirm that I am duly authorised to acknowledge and accept the Terms and Conditions of business for the supply of directly employed permanent and contract staff.

Signed:

Signed: 

Name:

Name: **Robert Scott**

Position:

Position: **Director**

Date:

Date: **Tuesday, 19 May 2026**

On behalf of (Client):
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On behalf of: **Aaron Wallis Recruitment and Training Limited**

Your Project Requirements - Psychometric Questionnaires, Skills Testing and Independent CV Verification

Psychometric Profiling

- SPA Psychometric Questionnaire: I would like to include Sales Profile Analysis (SPA) in our recruitment process (included in our service, as standard).
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Skills Testing

I would like to incorporate skills testing into our recruitment process (included in our service, as standard). Each test takes 30-45 minutes each, so we recommend three tests as a maximum to be taken between the first and second interview

General Psychometric Tests

- | | |
|--|--|
| <input type="checkbox"/> Numerical Reasoning | <input type="checkbox"/> Mechanical Reasoning (engineering) |
| <input type="checkbox"/> Verbal Reasoning | <input type="checkbox"/> Inductive Reasoning (logical, analytical, and problem-solving skills) |
| <input type="checkbox"/> Critical Thinking | |

Behavioural Testing

- | | |
|---|---|
| <input type="checkbox"/> Emotional Intelligence | <input type="checkbox"/> Customer Service |
| <input type="checkbox"/> Leadership Potential | <input type="checkbox"/> Management |
| <input type="checkbox"/> Remote Working Behaviour | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Sales | <input type="checkbox"/> Key Strengths |
| <input type="checkbox"/> Learning Agility | |

IT Testing

- | | |
|---|--|
| <input type="checkbox"/> MS Word Skills | <input type="checkbox"/> MS Excel Skills |
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Enhanced Applicant Checking

I would like to include third-party verification services as an upgrade. These are undertaken by various agencies and compiled into one single report. These are offered at cost to our clients as follows:

- £75^{+VAT} - *Enhanced Applicant Check*: Includes Standard Credit Check + Third Party Employment Checks x 2 + Driving Licence Check
- £125^{+VAT} - *Enhanced Applicant Check plus DBS*: Includes Basic DBS Disclosure, Standard Credit Check + Third Party Employment Checks x2
- £175^{+VAT} - *Senior Applicant Check*: Includes Basic DBS Disclosure + Enhanced Credit Check + Third Party Employment Checks x2 + Qualifications Check + Directorship Check + Professional Memberships + Sanctions Check

* For further information on our applicant checking service, such as the exact checks included and sources utilised, please visit <http://www.aaronwallis.co.uk/applicant-checks-reference-services.aspx> or contact your consultant. All checks are subject to the agreement by the Applicant