

Meaningful Recruitment Terms and Conditions

Below are the Terms and Conditions for using this website and also Terms and Conditions of Business for Permanent Staff and

Fixed-Term Contract Placements. These are effective from 1st January 2022.

**In using this website you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Statement and any disclaimer Notice and any or all Agreements: "Client", “You” and “Your” refers to you, the person accessing this website and accepting Meaningful Recruitment’s terms and conditions. "The Company", “Ourselves”, “We” and "Us", refers to Meaningful Recruitment. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

**Privacy Statement**
We are committed to protecting your privacy. Authorised employees within the company on a need to know basis only use any information collected from individual Clients. We constantly review our systems and data to ensure the best possible service to our Clients. There are specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

 **Confidentiality**

Any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than our employees and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client’s with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

**We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.**

#### Disclaimer

**Exclusions and Limitations**
The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

* excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company’s literature; and
* excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

**Availability**
Unless otherwise stated, the services featured on this website are only available within the United Kingdom, or in relation to postings from the United Kingdom. All advertising is intended solely for the United Kingdom market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

**Log Files**We use IP addresses to, administer the site. IP addresses are not linked to personally identifiable information. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

**Links to this website**
You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

**Links from this website**
We do not monitor or review the content of other party’s websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

**Copyright**
Copyright and other relevant intellectual property rights exist on all text relating to the Company’s services and the full content of this website.

**Communication**Contact information, can be found on our **Contact Us** link on our website or via Company literature or via the Company’s stated telephone or mobile telephone numbers.

This company is in England and Wales, 167-169 Great Portland Street, London, W1W 5PE.

## Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

**Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

### General

The laws of England and Wales govern these terms and conditions. By accessing this website and using our services you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

**Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site Clients’ Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

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  Meaningful Recruitment

TERMS & CONDITIONS OF BUSINESS FOR PERMANENT STAFF AND FIXED-TERM CONTRACT PLACEMENTS

These Terms and Conditions of Business for Permanent and Fixed-Term Contract Placements (the “Standard Terms”) regulate the relationship between Meaningful Recruitment and the Client. They are effective from 1st January 2021 and supersede all previous terms issued by Meaningful Recruitment. Save as expressly provided for below, these form the entire agreement between the parties.

Meaningful Recruitment has been assigned to Introduce to the Client, for an Introduction Fee, a Candidate for Engagement with the Client.

It is agreed that:

1.Definitions :-

“Agreement” means these Standard Terms

“Candidate” means the person introduced to the Client by Meaningful Recruitment

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Candidate is supplied or introduced

“Contingent Introduction” means the introduction of a Candidate to the Client by Meaningful Recruitment other than a Retained Introduction. No Prior specific instruction from the Client being required to affect a Contingent Introduction

“Engagement” means the engagement, employment or use of the Candidate by the Client, whether under a contract of service or for services, partnership or otherwise and “Engages” and “Engaged” shall be construed accordingly

“Executive Search” means the identification of potential senior managerial or executive role Candidates by Meaningful Recruitment and/or the Client and the targeting and direct approach of such Candidates by Meaningful Recruitment

“Meaningful Recruitment” means Meaningful Recruitment, whose registered office is at 167-169 Great Portland Street, Londond, W1W 5PE, an employment agency as defined by section 13 (2) of the Employment Agencies Act 1973

“Introduction” means the Client’s interview of a Candidate in person or by telephone following the Client’s instruction to Meaningful Recruitment to fill a vacancy or the passing to the Client of a curriculum vitae or other information by Meaningful Recruitment that identifies the Candidate and “Introduced” shall be construed accordingly into a permanent placement or fixed-term contract placement (“the Assignment”). These Standard Terms regulate permanent and fixed-term contract and retained placements by Meaningful Recruitment to the Client only.

“Introduction Fee” means the percentage of the Remuneration set out in clause 3 (or any other fixed amount agreed by the parties)

“Remuneration” means the aggregate gross annual taxable emoluments payable to or receivable by the Candidate pursuant to the Engagement, including salary, bonuses, profit share, commission, pension, allowances, profit related pay and any signing-on payment or equivalent (contractual or otherwise and whether guaranteed or not) payable to or receivable by the Candidate during the first year of the Engagement or attributable to such period and paid subsequently. The value of payment of pension contributions (whether to the Client’s or Candidate’s own scheme) shall be calculated as the higher of the actual value of the contributions or £2,000 per annum. Bonus/profit share which is not guaranteed will be determined on the projected values. Any car, housing and/or relocation allowance shall be treated as part of the Candidate’s taxable emolument. The value of the provision of a company car shall be calculated as the higher of either the taxable benefit of the car provided or the figure of £4,000 per annum and provision of housing, accommodation and/or relocation allowance shall be calculated as the higher of either the value of the benefit or £2,000 per annum. Where the salary or any other element of the package offered to the Candidate is expressed to be net (ie after deductions) then, for the purposes of calculating the Remuneration, this will be grossed up to reflect the value prior to the deduction of tax.

“Retained Introduction” means the Introduction of a Candidate to the Client by Meaningful Recruitment on the basis of a specific instruction to identify and select a suitable Candidate for the Client’s vacancy. Such introductions will be conducted by Meaningful Recruitment on the basis of Executive Search or Advertised Selection (ie candidates who respond to advertisements placed in various media by Meaningful Recruitment relating to the Client’s vacancy).

“Schedule of Fees” means the attached schedule.

Unless the context otherwise requires, references to the singular include the plural and vice versa. References to the clauses or schedules are references to clauses or schedules of these terms unless the contract otherwise admits.

2. The Contract

1. These terms regulate the basis upon which introductions are effected by Meaningful Recruitment and shall be accepted on signature and return of the terms by the Client to Meaningful Recruitment, or in the event of failure to do so, shall be deemed to be accepted by the Client upon the Client’s request for details of Candidates or interview with Candidates (whether by telephone or in person).
2. For the avoidance of doubt, Candidates become the employees of the Client during the term of the Engagement and the Client assumes all responsibility for the Candidate including, without limitation, the direct payment to the Candidate of all Remuneration.
3. The Client undertakes to provide to Meaningful Recruitment details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation 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; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work, the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

3. Contingent (‘Success Only’) Recruitment

Permanent Roles:

Any Candidate being Engaged on a permanent employment basis by the Client following an Introduction shall attract a fee payable by the Client to Meaningful Recruitment (the ”Introduction Fee”). The Introduction Fee which will be invoiced upon the Candidate’s commencement of the Engagement shall be calculated as a percentage of the Remuneration in accordance with the table below.

**Remuneration Introduction Fee**

£0 to £39,999 20%

£40,000 and above 25%

Fixed-Term Contract Roles

Any Candidate being Engaged on a fixed-term contract basis by the Client following an Introduction shall attract a fee payable by the Client to Meaningful Recruitment (the “FTC Fee”) calculated as follows:

(Remuneration x Introduction Fee percentage) + 12 x Number of months of fixed-term contract

Example:

An Initial fixed-term contract of 9 months with Remuneration set at £30,000 has been agreed.

(£30,000 x 20%) ÷ 12 x 9

The FTC Fee payable is £4,500

When the Engagement is on a fixed-term basis, and in the event that such Engagement contract is renewed or extended after its initial term, further fees will be payable in accordance with the provisions of these terms until such time as such contract ceases or is confirmed as a permanent position. In the latter case, a permanent fee will be payable and will be calculated based upon one year’s Remuneration and the applicable percentage.

Where the Candidate is to be engaged on a part time basis the fees (calculated for the avoidance of doubt by reference to the Remuneration) will be charged at the full time rate.

Where no Remuneration has been agreed or an amount is not readily ascertainable, the fee will be calculated based either on the Candidate’s last Remuneration (if data is available for the preceding 12 months) or, where no figures are available, a fee of £20,000 will be payable except where an Executive Search has been carried out in which case the Fee will be £25,000.

4. Retained Introductions

The fee payable for Retained Introductions (the “Retainer Fee”) is calculated at 33% of the Introduction Fee and is payable in three equal instalments:

The first instalment will be payable upon Meaningful Recruitment’s acceptance of instruction (the ‘Initial Fee’).

 The second instalment will be payable upon the submission by Meaningful Recruitment to the Client of a shortlist of Candidates (the ’Shortlist Fee’).

The third instalment will be payable upon the Candidate’s acceptance of the Client’s offer of an Engagement (the “Completion Fee”).

In the event that the Client terminates a Retained Introduction before its conclusion, the Client shall pay to Meaningful Recruitment a cancellation fee in an amount equivalent to one third of the total fee due in addition to any fee already paid or due and any expenses incurred.

In the event that the Client hires an additional Candidate submitted within the shortlist of a Retained Introduction (or a shortlist Candidate into a position other than the position which was the focus of the Retained Assignment), an Introduction Fee shall be payable in addition to the Retainer Fee.

5. Invoicing

All invoices are subject to Value Added Tax, where applicable.

The Fees will be invoiced, and will be payable, in Sterling within 7 days of the date of the relevant invoice. Meaningful Recruitment reserves the right to charge interest and compensation on all overdue invoices at the rate set out under the Late Payment of Commercial Debts Regulations 2002 and to recover all reasonable legal costs incurred in recovering sums due and overdue under these Standard Terms.

Any other charges (including charges for advertising) will be agreed separately in writing and are payable by the Client within 7 days of the date of invoice whether or not a Candidate is Engaged. Costs in respect of artwork, production and media buying and internet advertising are also payable by the Client in accordance with this clause. An advertisement may only be cancelled on sufficient notice to enable Meaningful Recruitment or its advertising agency to withdraw the advertisement.

6. Replacement Candidates

(a) If the Engagement of a Candidate terminates lawfully within 8 weeks of the initial commencement of the Engagement, then subject to clause 6 (b), Meaningful Recruitment will make reasonable endeavours to find a replacement at no extra cost to the Client (other than advertising).

(b) No replacement will be made in the following circumstances:

(i) if the Client has not paid sums owed to Meaningful Recruitment in relation to the placement in accordance with these Standard Terms (time to be of the essence); or

(ii) if the Client does not notify Meaningful Recruitment in writing within five days of the termination of the Candidate’s Engagement (time to be of the essence); or

(iii) if an Engagement is terminated by the Client by reason of redundancy or convenience; or

(iv) if the Client has not offered to Meaningful Recruitment (where applicable) a two-week opportunity (on an exclusive basis) to find a suitable replacement Candidate; or

(v) where an offer of Engagement has been made by the Client and accepted by the Candidate but is subsequently withdrawn by the Client, due to no fault on the part of the Candidate. In the event this clause 6 (b)(v) applies then notwithstanding any other provision in these Standard Terms, Meaningful Recruitment shall be entitled to immediately issue an invoice to the Client for the Introduction Fee or the Completion Fee.

(c) There are no rebates or refunds payable in respect of the Fees of Meaningful Recruitment.

7. Suitability

Meaningful Recruitment endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate’s identity; checking the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary and has advised to Meaningful Recruitment in writing in a job specification or otherwise or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill. Meaningful Recruitment makes no warranty, express or implied as to the foregoing suitability and it remains the Client’s entire responsibility to ensure that the Candidate is suitable for the Client’s requirements. The Client warrants that there will be no health and safety risk to the Candidate in working for the Client and if there are any such risks, the Client agrees to notify Meaningful Recruitment, in writing of the nature of such risks and what steps have been taken by the Client to minimise such risks. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations in to the medical history of the Candidate, and satisfying any medical and other requirements or qualifications required by the Client.

8. Liability

Except in the case of death or personal injury caused by Meaningful Recruitment’s negligence or in any other circumstances in which Meaningful Recruitment liability may not be limited at law, Meaningful Recruitment shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the Introduction or Engagement of any Candidate or from the failure of Meaningful Recruitment to Introduce a Candidate. The Client shall indemnify Meaningful Recruitment against any costs, including legal costs, claims, damages and expenses incurred by Meaningful Recruitment arising from or in any way connected with the introduction of the Candidate to, or Engagement of the Candidate by, the Client or the withdrawal by the Client, of a vacancy.

9. Anti-Discrimination

Neither party shall unlawfully discriminate against any Candidate, whether directly or indirectly, on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. Each party will ensure that each Candidate is considered and/or assessed for a particular role in accordance with the Candidate’s merits, qualifications and technical abilities to perform the role. Meaningful Recruitment will not accept instructions from a Client who indicates their intention to discriminate unlawfully. The Client shall indemnify Meaningful Recruitment against any claim or liability howsoever incurred by Meaningful Recruitment arising from following the instructions of the Client in the provision of recruitment services.

10. Confidentiality

All introductions are confidential. The information concerning the Candidate including his or her name, address, CV and all other details relating to the Candidate belong to Meaningful Recruitment and the Client may only use that information for the purposes of interviewing the Candidate and deciding whether or not to engage his or her services and for no other purpose whatsoever. Should the Client decide not to engage the services of the Candidate the Client agrees that it will not retain any documents and other records or data held concerning the Candidate. The Client will not pass any information concerning the Candidate to any third party. In the event of the Client’s breach of this clause, such breach resulting in the Engagement of the Candidate by any third party, the Client will pay a Fee to Meaningful Recruitment as if the Client had Engaged the Candidate.

11. General

(a) Where the Candidate’s actual Remuneration is higher than the figure upon which the Fee has been calculated, the Client shall provide details of the Remuneration to Meaningful Recruitment within 3 months of the expiry of the first year of the Engagement and Meaningful Recruitment shall be entitled to charge a further fee which shall be calculated by applying the applicable percentage to the excess amount of the Remuneration.

(b) The Client will be liable to pay a fee in respect of any Candidate engaged by the Client as a consequence of or resulting from an Introduction by or through Meaningful Recruitment, whether direct or indirect, which occurs within 12 months of either the Introduction or the Candidate’s final interview with the Client, whichever is later.

(c) Where a Candidate introduces any other individual(s) to the Client within 12 months of the Introduction to the Client and this results in the engagement of such individual(s) or the use of their services by the Client whether under a contract or service or for services, partnership or otherwise, the Client shall be liable to pay Meaningful Recruitment a Fee. (The Client acknowledges that the objective of this clause is to cover situations where the Candidate introduces to the Client one or more former colleagues from a previous engagement).

(d) No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with these Standard Terms.

(e) The parties agree that a failure or delay by either party to enforce any of the provisions set out in these Standard Terms shall not be construed as a waiver.

(f) If any provision or any part of this Agreement is held to be illegal or unenforceable in whole or in part under any enactment or rule of law such provision or part shall be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

(g) Both Meaningful Recruitment and the Client each undertake to comply with all laws, rules and regulations applicable to the subject matter of this Agreement (including but not limited to the Data Protection Act 1998 and General Data Protection Regulation 2018 as may be amended from time to time).

(h) This Agreement is governed by English Law and all disputes arising from these terms shall be subject to the exclusive jurisdiction of the English Courts.

AUTHORISED FOR AND ON BEHALF OF AUTHORISED FOR AND ON BEHALF OF

MEANINGFUL RECRUITMENT THE CLIENT

 Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_