



Optima Dev Ltd – Terms of Business (Permanent Recruitment)

1) This agreement

These terms are between us only. Our registered name is **Optima Dev Ltd** and we are an independent recruitment consultancy.

We will act for you as our **Client** and our job will be to introduce individuals for the roles you ask us to help you to fill. In each case, the individuals introduced to you will each be a **Candidate**.

These are the only terms between us and take the place of any other agreement we may have made, including in writing or otherwise.

Once we've both signed, these terms are active and are deemed accepted by us both.

Please note that, once signed these terms may only be varied in writing and by mutual agreement between us.

2) Introductions made to you

As introductions form part of what we've promised to do for you, a formal Introduction of a Candidate by us will take place as soon as we provide you with any information about that Candidate (whether in writing or over the phone) and which identifies that Candidate to you.

3) Successful candidates

Our Fee is set out in clause 5, below and becomes payable by you upon the following conditions:

- a) A Candidate is appointed by you after we have made an Introduction, whether that's by you, an associated or subsidiary company or a third party to whom you have passed the Candidate's details;
- b) If, within 12 months of an Introduction being made, the Candidate is appointed by you or the associated companies set out in 3a. above.
- c) If you re-engage with a Candidate for the same or an alternative role within 12 months of an Introduction.

In each case, this includes when a Candidate is formally employed or engaged in another capacity and whether on a permanent, temporary or contractual basis.

We must be clear that our Fee isn't conditional on the Candidate passing a probationary period or remaining engaged with you for any period of time, though we will offer you a rebate in certain circumstances as set out more clearly in clause 10.

4) What we need from you

If you decide to make an offer to a Candidate, please provide us with full written details of any **Offer** within 14 days of making that Offer.

If a purchase order is required, please provide us with those details in addition to the Offer. You agree that failure to do so won't delay or prevent payment of our invoice, despite not containing the purchase order number.

5) Fees

The Fee is calculated at 22.5% of the Candidates estimated base remuneration for their first year with you. If the Candidate is appointed on a part time basis (or fixed term for less than 12 months), the Fee will be calculated on a full-time annualised equivalent.

We charge VAT on our Fee at the usual rate.

We will require full payment from you in respect of each invoice as set out in Clause 8, below.

6) Privacy

We will each need to look after personal data properly. Take a look at our **privacy policy**, which explains what we do with our data. We'd just ask you to stand by your own privacy policy as we stand by ours.

7) Confidentiality

You promise to keep Introductions strictly confidential between us and we promise to do the same.

8) Intellectual property

Just to be clear, IP rights are a person's rights to their ideas and creations.

We agree that, if you provide us with any materials that you have IP rights over (e.g. documents with your logos) those IP rights will remain yours.

Any other IP that arises during this relationship will belong to us.

9) Payment terms

We will invoice you for the Fee on the Candidate's first working day, which will be payable within 14 days from the date of invoice.

If you fail to make payment, or your payment is late, we will be entitled to charge interest on any amount overdue at the rate of 4% per year above the Bank of England's base rate from time to time.

We will also be entitled to recover from you a fixed sum to cover the costs of recovering late payment in line with the late payment legislation.

This clause does not limit any other remedy we choose to take under these terms generally.

10) Rebate

If you terminate the Candidates appointment within 8 weeks of their first working day, you may be entitled to a rebate of the Fee calculated by reference to the actual days of work completed by that Candidate.

The rebate will be calculated by us (and payable to you) at the rate of 12.5% for each week within those 8 weeks which the Candidate did not work at all.

We must note that no rebate will be payable under the following circumstances:

- a) The Candidate is made redundant;

- b) The appointment is rescinded by you for reasons, including
 - i. Not a good 'fit' for the team;
 - ii. The role has changed;
 - iii. Anything else other than the cause of termination having a bearing on the Candidates qualifications, capability or conduct.
- c) You do not notify us, in writing, within 14 days of termination, together with the valid reasons;
- d) Our Fee is not yet paid by you.

11) Termination

If we do decide to part ways, you'll just need to give us 30 days' notice. We promise to do the same.

If we haven't yet invoiced you for work done, we'll send it over ASAP. In return, you agree to pay it immediately.

Until the day that this is officially over, we will honour all the promises made in this contract apart from those promises that we have agreed will remain after we've parted ways.

12) Solicitation of our staff

If at any time during the course of working together, or for a period of 12 months following the Introduction of any Candidate, you employ (or attempt to employ) the services of one of our employees (or former employees), we will be entitled to charge you an Introduction Fee in respect of that employee in the sum of £15,000.

Please note that this includes any circumstance where you engage or use the services of a third party company where that employee is an employee, consultant or works in any capacity.

13) Information we will need from you

In order to help us to do our job well, we will require the following information from you:

- a) Your full identity or that of the end-client and the nature of the business;
- b) The date on which the Candidate is required to start work, including the duration of that work;
- c) Full details of the role, including the type of work a Candidate would be required to do, the location and hours during which the Candidate would be required to work;
- d) Any risks to health or safety known in relation to the role and what steps have been taken to control such risks; 13e) The experience, training, qualifications and / or any authorisation required in relation to the role;
- e) Expenses payable by the Candidate; and
- f) Any notice period required to terminate the role.

Above all else, if the role changes please let us know. If this information is incorrect or inaccurate it will prevent us from providing you with the services agreed.

14) Liability

In terms of liability, we won't be liable for any loss, including:

- a) loss of profits
- b) loss of sales or business

- c) loss of agreements or contracts
- d) loss of anticipated savings
- e) loss of use or corruption of software, data or information
- f) loss of or damage to goodwill (in this context, goodwill means your reputation with your customer base)
- g) indirect or consequential loss.

We note that this clause will continue to be enforceable even after our contract ends.

15) Bribery Act

You promise that you will comply with your obligations under the Bribery Act 2010 and we will do the same.

16) Jurisdiction

These terms are governed by the Laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.

Signed for on behalf of: **Optima Dev Ltd**

Registered Address: 70 Market Street,
Tottington, Bury, England, BL8 3LJ

Company No: 12501323

Name: Jack Leeming

Date: 11/06/2024

Position: Director

Signed for on behalf of:

Registered Address:

Name:

Company No:

Position: