

TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT FIXED TERM CONTRACT EMPLOYEES.

1 INTERPRETATION

1.1 In these terms and conditions of business ("the Terms") the following expressions shall be given the following meanings:

"Solution Search" Solution Search Limited registered in England and Wales under number 15335750 whose registered office is at 11 Ducketts Wharf, South Street, Bishops Stortford, Hertfordshire, CM23 3AR;

"Candidate" a person introduced by Solution Search to the Client to be considered for Engagement;

"Client" any person, firm, hospital, trust, or corporation who approaches Solution Search with a view to Engaging a Candidate, or to whom a Candidate is introduced by Solution Search;

"Contingent Search" the search by Solution Search for Candidates who are Introduced speculatively to the Client; "Data Protection Legislation" the EU's GDPR (2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the Processing of Personal Data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner;

"Engagement" the employment, hire or other use, directly or indirectly, whether under a contract of service or contract for services or otherwise, on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client in any site, office, or location of the Client whether for the position for which the Candidate is introduced or any other position, whether or not Solution Search was the effective cause (and "Engage", "Engages" and "Engaged" shall be construed accordingly);

"Introduction" any means by which a Candidate's availability for any Engagement (actual or potential, present or future) is communicated to the Client by Solution Search including, by post, e-mail, or phone (and "Introduces" and "Introduced" shall be construed accordingly);

"Introduction Fee" the fee payable by the Client to Solution Search for an Introduction resulting in an Engagement, whether or not Solution Search is the effective cause of the Introduction, and regardless of whether the Candidate is Engaged by the Client for the role for which he was originally Introduced by Solution Search, whether or not Solution Search was the effective cause;

"Remuneration" the gross base salary or equivalent fees for the first year's Engagement (actual or proposed) including bonuses, commission, overseas premiums, living/accommodation allowances, etc. The provision of a car is valued at £5,000 additional remuneration;

"Regulations" the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended (and any reference in the Terms to a 'Regulation' shall be interpreted accordingly).

2 THE CONTRACT

2.1 In the Terms, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and, any reference to "a Person" includes a person, firm or company.

2.2 All and any business undertaken by Solution Search is transacted subject to the Terms which shall be incorporated in any agreement between Solution Search and the Client. In the event of any conflict between the Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed in writing by a Director of Solution Search. No variation in the Terms shall be valid if made without the written consent of a Director of Solution Search.

2.3 On a Contingent Search the Client shall be deemed to have accepted and agreed to the Terms if at any time on or after an Introduction the Client, or any Person on its behalf, directly or indirectly contacts a Candidate; or, a Candidate is interviewed by or on behalf of the Client; or, an offer of Engagement is made to a Candidate by or on behalf of the Client; or, a Candidate is directly or indirectly Engaged by or on behalf of the Client; or, the Client or any Person on its behalf acts upon the Introduction in any way (whichever first occurs).

2.4 An Introduction Fee will be charged whether or not the Client knew of the Candidate previously. If, upon Introduction, the Client considers that the Candidate is already known to it, it must notify Solution Search within 7 days of Introduction. If the Client fails to do so, it will not be able to rely on previous knowledge of the Candidate after the event.

2.5 The complete or partial invalidity or unenforceability of any provision in the Terms for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

2.6 For the purposes of the Regulations, when introducing the Candidate to the Client, Solution Search is acting as an employment agency.

3 OBLIGATIONS OF SOLUTION SEARCH

3.1 Solution Search will use its reasonable endeavours to introduce a suitable Candidate to the Client to carry out the role for which Solution Search has been advised there is a vacancy; or in the case of a Contingent Search, for a role for which the Candidate is subsequently Engaged.

3.2 Unless otherwise agreed in writing, Solution Search shall be entitled (but not obliged) to advertise vacancies in such manner as it shall in its discretion deem fit in any and all media.

3.3 Notwithstanding Solution Search's obligations under the Regulations, no warranty as to the suitability of any Candidate, or of the validity of any qualification or experience which the Candidate may have or purport to have, can be given by Solution Search.

3.4 If Solution Search, on behalf of the Client, reimburses a Candidate his travelling and out of pocket expenses in connection with attending an interview with the Client, such costs shall be invoiced to, and payable by, the Client in accordance with the payment terms set out in clause 5.8 below.

4 OBLIGATIONS OF THE CLIENT

4.1 If and whenever the Client Engages a Candidate Introduced by Solution Search, the Client shall be liable to pay an Introduction fee in accordance with clause 5 below, unless the Engagement occurs more than 6 months after the Introduction of the Candidate.

4.2 The Client will notify Solution Search immediately an offer of Engagement is made to or accepted by a Candidate.

4.3 The Client warrants and undertakes to Solution Search that in the event that another employment agency (as defined by the Regulations) provides the Client with a CV or other relevant information relating to a Candidate Introduced by Solution Search, the Client will reject the same unless such other employment agency can show that it has complied with the Regulations or provides the Client with a declaration from the Candidate that it is the sole agency appointed to act on the Candidate's behalf.

4.4 To enable Solution Search to comply with its obligations to the Candidate under the Regulations, the Client undertakes to provide full details of the role which it seeks to

fill, including: the type of work; the location and hours of work; the experience training and qualifications which the Client considers necessary or which are required by law or any professional body for the role; and, any risks to health or safety known to the Client, and what steps it has taken to prevent or control such risks. In addition, the Client shall provide details of: the date it requires the Candidate to commence work; the duration or likely duration of the work; the minimum rate of remuneration; expenses and any other benefits that are 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.

4.5 The Client shall satisfy itself as to the suitability of any Candidate. It is for the Client to take up references, to check the validity of qualifications and to ensure that the Candidate has the necessary experience and expertise required to undertake the role. The Client shall be responsible for obtaining any work or other permits, and for ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

4.6 The Client undertakes that in the event that there is a material change in the Candidate's Remuneration (including any change from temporary to permanent employment; any promotion or advancement; or, any material variation to normal working hours) within the period of 12 months after their Engagement (which the Client shall immediately notify to Solution Search) Solution Search reserves the right to recalculate the Introduction Fee payable by the and the Client shall pay Solution Search in accordance with clause 5 below, the amount by which the recalculated Introduction Fee exceeds the Introduction Fee initially paid by the Client.

4.7 The Client further undertakes that in the event of the Client introducing (directly or indirectly) any Candidate to another Person, resulting in an Engagement by that Person (which the Client shall immediately notify to Solution Search) the Client shall pay Solution Search an Introduction Fee calculated in accordance with clause 5 below, unless the Engagement occurs more than 6 months after the Introduction of the Candidate to the Client by Solution Search. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages that recognise the additional management costs incurred by Solution Search in this situation, and no refund will be available.

4.8 The Client consents to the disclosure of information relating to it by Solution Search to Candidates.

4.9 The Client undertakes not to Engage or seeks to Engage any member of Solution Search's staff. If any member of Solution Search's staff nevertheless accepts an Engagement with the Client within three months of leaving Solution Search's Engagement, the Client will pay an Introduction Fee to Solution Search as if that member of staff had been introduced to the Client by Solution Search, calculated in accordance with clause 5 below with reference to the member of staff's Remuneration as at the date of leaving Solution Search. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages that recognise the additional management costs incurred by Solution Search in this situation, and no refund will be available.

4.10 The Client:

4.10.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Candidate or the Client if it Engages that Candidate to fill a vacancy; and,

4.10.2 will inform Solution Search immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Candidate or the Client.

5 INTRODUCTION FEES

5.1 All Introduction Fees shall be calculated at 15% of the Candidate's Remuneration. Solution Search will raise its invoice for the Introduction Fee on the date of Engagement of the Candidate by the Client.

5.2 On a Contingent Search, the Introduction Fee shall become payable by the Client on the day the Candidate commences employment with the Client.

5.3 The Introduction Fee charged for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by Solution Search and Engaged by the Client, a further Introduction Fee will be payable.

5.4 If, after an offer of employment has been accepted by a Candidate the Client withdraws the offer, the Client will be liable for a cancellation fee of 50% of the Introduction Fee. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages that recognise the additional management costs incurred by Solution Search in this situation.

Fixed Term Engagement

5.5 If the Client Engages a Candidate on a temporary, trial, probationary, fixed term, locum, or other such basis, for any period of less than 12 months (any such Candidate being a 'Temporary' for the purposes of this clause 5.5), and Solution Search agrees in writing to accept payment of the Introduction Fee on some basis other than that set out in this clause 5 then:

5.5.1 the Client undertakes that in the event that it subsequently Engages the Temporary either for an indefinite period or a definite period in excess of the period for which the temporary was first Engaged, or effectively Introduces (directly or indirectly) any Temporary to another Person resulting in the Engagement of the Temporary by that Person (either of which circumstances the Client shall immediately notify to the Company), the Client shall pay Solution Search its full Introduction Fee calculated in accordance with this clause 5, as if such subsequent Engagement was a new separate and distinct Engagement;

5.5.2 any Introduction Fee payable pursuant to the provisions of clause 5.5 on the subsequent Engagement of any Temporary shall be payable in full notwithstanding any fees paid or payable by the Client to Solution Search in respect of any preceding Engagement;

5.5.3 the Client shall not be entitled to any rebate in accordance with clause 6 below in respect of the termination of such subsequent Engagement; and,

5.5.4 Regulation 10 shall not apply.

5.6 In the event that any Applicant is rejected by the Client, or the Applicant rejects an offer of Engagement, and the Candidate is subsequently Engaged by the Client within 12 months of the date on which the Candidate was Introduced, the Client shall pay an Introduction Fee to Solution Search calculated at 15% of the Candidate's Remuneration. The Client acknowledges that this is not a penalty clause, and that this fee represents liquidated damages that recognise the additional management costs incurred by Solution Search in this situation.

5.7 Where Solution Search incurs a cost in providing an advertising service to the Client pursuant to clause 3.2 above, the Client will pay the advertising costs and any associated artwork costs. Charges for advertising will be separately agreed in writing by the Parties before the advertisement is placed, and will be payable irrespective of whether a Candidate is Engaged. An advertisement may only be cancelled by the Client on sufficient notice to enable Solution Search to withdraw the advertisement. Any cancellation costs will be payable by the Client. All costs relating to advertising will be invoiced to, and payable by the Client in accordance with the payment terms set out in clause 5.8 below.

5.8 All invoices shall be paid by the Client within 14 days of the invoice date. Solution Search reserves the right to charge the client interest on any amount outstanding after the period for payment (both before and after Judgment) from the due date of the invoice up to and including the day of payment at the rate of 8% per annum.

5.9 If the Client fails to provide Solution Search with full details of the Candidate's Remuneration on or before the date upon which the Introduction Fee becomes due, Solution Search may at its absolute discretion either:

5.9.1 charge the Client an Introduction Fee at the flat rate of £10,000 plus VAT; or,

5.9.2 give notice to the Client as to its assessment of the value of the Candidate's Remuneration and unless the Client provides Solution Search with full details of the Remuneration within 1 week, Solution Search's

assessment of the Remuneration shall be binding upon the Client for the purposes of determining the Introduction Fee payable by the Client pursuant to this clause 5.

5.10 If one or more additional people who are working or have worked with a Candidate in any capacity (each a 'Member of the Candidate's Team') are Engaged by the Client as a result, directly or indirectly, of the Introduction of that Candidate to the Client by Solution Search then:

5.10.1 the Client shall be additionally liable to pay to Solution Search a fee in respect of each and every Member of the Candidate's team calculated as a percentage of their respective Remuneration in accordance with clause 5; and

5.10.2 the definitions of the terms 'Engaged' and 'Remuneration' in clause 1.1 and the provisions of clauses 3, 4, 5 and 6 shall apply in respect of each Member of the Candidate's Team as if any reference to the Candidate is and includes a reference to such Member of the Candidate's team.

5.11 Any discount on Solution Search's Introduction Fee, agreement to accept payment of fees by instalments, or any other concession, will not be valid and binding upon Solution Search unless agreed in writing by a Director of Solution Search.

6 REBATES

6.1 In the event of a Candidate terminating, or the Client lawfully terminating, an Engagement within the rebate period outlined below, and provided that:

6.1.1 all moneys due under the Agreement have been paid by the Client in accordance with clause 5.8; and,

6.1.2 such termination is not as a result of redundancy, injury, or ill-health or by reason of discrimination against the Candidate under the Equality Act 2010, or any other circumstances beyond the Candidate's control; and,

6.1.3 such termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Candidate's services or terminating employment either without proper cause or with a view to obtaining a refund unfairly; and,

6.1.4 the Client serves notice on Solution Search in writing of the termination of the Engagement within 7 days;

6.2 If the Client qualifies for a refund in accordance with clause

6.1 above, the Client shall be entitled to a rebate of the Introduction Fee in accordance with the scale below:

Employment Week Refund

1-4 100%

5-8 75%

9-12 50%

6.3 No refund shall be payable by Solution Search in the event of failure by the Client to adhere to clause 6.1 above.

6.4 No refund shall be payable in respect of an Engagement where the Candidate was previously engaged in any capacity by the Client through Solution Search.

6.5 No refund shall be payable if the Client has previously negotiated a discount on the Introduction Fee with Solution Search which has been confirmed in writing.

6.6 No refund shall be payable if the Engagement, in the opinion of Solution Search, differs substantially from that which was offered to and accepted by the Candidate; including (without limitation) changes in type of work, responsibilities and location.

6.7 If the Client, or any Person connected to or associated with the Client, re-Engages the Candidate within 6 months of the date of the termination of the Engagement referred to in clause 6.1 above, any rebate paid to the Client shall be repayable immediately to Solution Search in full upon demand; and no refund shall be available in relation to the re-Engagement.

7 TERMINATION

7.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, immediately at any time, on written notice to the other Party:

7.1.1 if the other Party is in material breach of its obligations under this Agreement and, if the breach is capable

of remedy, the breach is not remedied within 14 days of the other Party receiving notice which specifies the breach and requiring the breach to be remedied; or,

7.1.2 if the other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other Party's assets or business, or if the other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

8 CONFIDENTIALITY AND DATA PROTECTION

8.1 For the purpose of this clause 8 the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" will have the meanings prescribed under the Data Protection Legislation.

8.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, Solution Search is the Data Controller and the Client is the Data Processor. Clauses 8.3 to 8.6 below set out the relevant particulars of the Processing as required by the Data Protection Legislation.

8.3 The subject matter of Data Processing is to Process Candidate Personal Data as is necessary to receive the recruitment services pursuant to the Agreement and as further instructed by Solution Search in the performance of the Agreement.

8.4 The nature and purpose of the Data Processing is to provide the recruitment services pursuant to the Agreement.

8.5 The category of Data Subjects is Candidates and any other individuals Introduced pursuant to the Agreement.

8.6 The type of Personal Data will include a Candidate's First and last name, Contact information (email, phone, and address), ID data, professional life data, and Personal life data (including residency and immigration status).

8.7 The Client shall, in relation to any Personal Data processed in connection with the performance by the Client of its obligations under this Agreement:

8.7.1 Process that Personal Data only on the written instructions of Solution Search unless required to do otherwise by applicable law. In that event, the Client shall inform Solution Search of such legal requirement before Processing the Personal Data other than in accordance with Solution Search's documented instructions, unless that same law prohibits the Client from doing so on important grounds of public interest;

8.7.2 ensure that any natural person acting under the authority of the Client who has access to the Personal Data does not Process it except on the instructions of Solution Search, unless required to do otherwise under applicable law;

8.7.3 ensure that it has in place industry leading security for the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage; and implement industry leading technical and organisational measures, subject to review and approval by Solution Search, to ensure a level of security appropriate to the risk of harm that might result from, unauthorised or unlawful Processing, accidental or unlawful loss, destruction or alteration, unauthorised (or disclosure of) access or damage to Personal Data taking into account:

8.7.3.1 the nature, scope, context and purposes of the Processing of the Personal Data to be protected,

8.7.3.2 the state of the art in technological developments in information security; and

8.7.3.3 the cost of implementing any measures; And the Client shall include, as a minimum, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services; ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident; and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;

8.7.4 ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

8.7.5 immediately inform Solution Search if it considers that any of Solution Search's instructions infringe the Data Protection Legislation;

8.7.6 not transfer any Personal Data outside of the European Economic Area or any other territory in which the European Commission has decided that the third country ensures an adequate level of protection. In which case, the Client shall comply with any safeguards put in place by Solution Search to protect the Personal Data. The Client shall also ensure that enforceable Data Subject rights and effective legal remedies for Data Subjects are available;

8.7.7. notify Solution Search without undue delay on becoming aware of a Personal Data breach, which shall include without limitation if any Personal Data is lost, stolen, destroyed, damaged or corrupted; or where there is an unauthorised or accidental disclosure of such Personal Data;

8.7.8 notify Solution Search immediately if it receives any complaint, notice or communication that relates to the Processing of the Personal Data (including without limitation any Data Subject requests) and/or to either Party's compliance with the Data Protection Legislation;

8.7.9 at the written direction of Solution Search, and automatically on the termination of the Agreement, delete or return Personal Data and copies thereof to Solution Search unless required by applicable law to store the Personal Data; provided always that if the Client Engages a Candidate, then such Personal Data may be retained for each such Data Subject until such Engagement has been completed;

8.7.10 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and make available such records and any other information necessary to demonstrate compliance with its obligations as a Data Processor under the Data Protection Legislation, and allow for and contribute to audits by Solution Search or Solution Search's designated auditor or data supervisory authority on reasonable notice; and,

8.7.11 assist and co-operate with Solution Search as necessary and reasonable, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators. The Client shall be solely responsible for its own costs in complying with this provision.

8.8 Solution Search does not consent to the Client appointing any third party processor of Personal Data under the Agreement.

8.9 The Client shall indemnify Solution Search against all loss, liability, damages, costs, third party claims, fees and reasonable incurred expenses which Solution Search and/or any of its Candidates may incur or suffer by reason of any breach of this Clause 8 or the Data Protection Legislation by the Client, save where the Client is acting at the direct instruction of Solution Search. This indemnity shall only apply to the extent that such losses, liability, damages, costs, claims, fees and expenses are not materially contributed to by Solution Search.

8.10 A Candidate's CV is provided in strict confidence to the Client, purely for its information, and only on the basis that its content is not disclosed to any other Person without Solution Search's prior written consent. The Candidate's CV is also provided on the basis that the Client does not approach the Candidate's current employer unless or until the Candidate has accepted a written offer of Engagement from the Client.

9 LIABILITY & INDEMNITY

9.1 Neither Solution Search nor any of its staff shall be liable to the Client for any loss, injury, damage, expense, or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense, or delay arising from or in any way connected with:

9.1.1 failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;

9.1.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

9.1.3 any loss, injury, damage, expense, or delay incurred or suffered by a Candidate; (PROVIDED THAT nothing in this clause 9 shall be construed as purporting to exclude or restrict liability of Solution Search to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.

9.2 In consideration of Solution Search entering into an agreement with the Client into which the Terms are incorporated, the Client hereby undertakes to indemnify Solution Search in respect of any and all liability of Solution Search for any loss, injury, damage, expense or delay suffered or incurred by any one arising, directly or indirectly, from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; (PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense, or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement).

9.3 Without prejudice to the provisions of clause 9.2, the Client further undertakes to indemnify Solution Search in respect of any and all liability on Solution Search for any actions, proceedings, claims, demands, costs, expenses, fines, penalties, loss and damage whatsoever in respect of any failure by the Client to observe perform and comply with the provisions of the Equality Act 2010.

9.4 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Solution Search set out herein are reasonable and reflected in the fee payable to Solution Search hereunder and shall accept risk and/or insure accordingly.

9.5 The Client shall bear the costs and expenses that Solution Search may in any way incur in consequence of, or arising from, any breach by the Client of the Terms.

9.6 Each of the Parties acknowledges that when agreeing to the Terms, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in the Terms; and any conditions, warranties or other terms implied by statute or common law are excluded from the Terms to the fullest extent permitted by law; save that nothing in the Terms excludes liability for fraud.

10 MISCELLANEOUS

10.1 Solution Search reserves the right to review and to revise the Terms with prior notice to the Client.

10.2 A notice required or permitted to be given by either Party to the other under the Terms shall be in writing addressed to that other party at its registered office or principal place of business.

10.3 No waiver by Solution Search of any breach of the Terms by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 Except as expressly provided in the Terms a person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

10.5 The Terms shall be governed by and construed in accordance with the laws of England and Wales.

Signed ON BEHALF OF SOLUTION SEARCH LTD

Signed:

Print Name: SIMON HAUPT

Dated:

Signed ON BEHALF OF THE CLIENT

Signed:

Print Name:

Dated:

DRAFT