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These Terms of Business are applicable to all Services rendered to all Clients by GradList Ltd, known and trading as "TalentPool". By engaging TalentPool's Services, the Client accepts these Terms and Conditions.

These Terms of Business supersede all previous terms and shall continue in force until the agreement between TalentPool and the Client is terminated by either party giving written notice to the other 30 days prior to the intended termination date.

1. Definitions

Annual Gross Salary – total gross remuneration for the first year to be paid to the Candidate (where the Engagement is for less than a year, calculated pro-rata).

Campaign – inclusion on the Site of the particulars of a contract requirement of the Client.

Candidate – a person Introduced by TalentPool to the Client.

Client – the person, firm or corporate body to whom TalentPool provides Services.

Engagement – where the Client employs a Candidate on a permanent, temporary-permanent, fixed or variable term contract, whether the employment contract is in writing or not and however long or short its term.

Introduction – provision of a Candidate's application and/or details to the Client (whether by e-mail, through the Site or otherwise) as a result of a Campaign and/ or the making of contact between the Client and Candidate, directly or indirectly as a result of a Campaign. Introduce, Introduces, and Introduced shall be interpreted accordingly.

Services – any activity undertaken by TalentPool for the Client with respect to attracting, engaging and/or employing Candidates. This may be, at TalentPool's discretion, launching a Campaign or any other related activity.

Site - www.talentpool.com, owned and operated by TalentPool

2. The Client must notify TalentPool in writing of any written or oral acceptance of an Engagement within 5 days of that acceptance.

3. The Client agrees to provide TalentPool, upon request, with copies of all offer letters sent by the Client to a Candidate introduced by TalentPool.

4. The Client may submit a Campaign for launch through the Site but TalentPool may at its discretion decline to launch that Campaign.

5. Subject to clause 8, TalentPool shall be entitled to a fee in respect of each Engagement of 8.5% (or such other percentage as is agreed by the parties in writing) plus VAT of:

- i. Where the Engagement is permanent, the Candidate's Annual Gross Salary;
- ii. Where the Engagement is temporary including internships, one twelfth of the Candidate's Annual Gross Salary (or, if higher, £100) for each month that the Candidate is to be employed; and
- iii. Where a temporary Engagement is extended, one twelfth of the Candidate's Annual Gross Salary (or, if higher, £100) for each further month that the Candidate is to be employed.

6. If at any point a Candidate on a temporary Engagement is engaged by the Client for a Permanent Engagement then the full fees for a Permanent Engagement, as detailed above, shall apply.

7. TalentPool shall be entitled to deliver to the Client an invoice:

- i. in respect of any amount due under clause 5 on or after the first day of the Engagement (whatever the actual length of the Engagement); and
- ii. in respect of any amount due under clause 6 on or after the date when the engagement becomes a Permanent Engagement.

The Client shall pay each invoice in full within 30 days of its date by transferring funds to the bank account of TalentPool detailed on the invoice.

8. Where the Client agrees with TalentPool to pay an up front fee for one Campaign through the Site lasting 30 days (or such extended period as TalentPool in its discretion determines), the total fee must be paid in full and in advance of the Campaign start and clauses 5 and 6 will not apply to any Engagement resulting from the Campaign. The fee will not be repayable except in circumstances agreed in writing by TalentPool.

9. For all Engagements if, at any point during his/her first ten weeks of employment by the Client the Candidate ceases to be employed by the Client and all sums due to TalentPool under clause 5 and/or 6 are paid in full and by the due date in accordance with clause 7, the Client shall be entitled to an amount equal to 10% of the fee multiplied by the number of full weeks of the ten week period during which the Candidate is not employed by the Client, such that, for instance, a departure in the second week will mean an 80% rebate and a departure in the ninth week shall mean a 10% rebate.

10. In the event that TalentPool discovers that an Engagement has taken place (either permanent or temporary) and has not been directly informed of it by the Client in accordance with clause 2, then irrespective of whether or not the candidate is still employed by the Client and irrespective of the length of the employment, TalentPool shall be entitled to a permanent placement fee of 25% (plus interest

from the date which is 30 days from the first day of the Engagement) plus VAT of the Candidate's Annual Gross Salary, payable by the Client within 7 days of TalentPool delivering an invoice for that amount to the Client. In this instance, clause 9 shall not apply. If TalentPool does not have details of the Annual Gross Salary then it shall be entitled, acting reasonably, for the purposes of calculating the fee to assume a salary value.

11. The Candidate's Curriculum Vitae is provided to the Client in strict confidence for the Client's use only and is supplied on the basis that the content is not to be disclosed to any third party without TalentPool's prior written consent. In the event that the Client introduces the Candidate to a third party and the Candidate is engaged or employed by such third party within 12 months after the Introduction of the Candidate to the Client, the placement fee or freelance fee shall be payable by the Client to TalentPool as if the Candidate had been engaged by the Client.

12. The parties agree that the provisions set out in the Schedule will apply in relation to personal data. On receipt of the Candidate's Curriculum Vitae, the Client agrees that it shall be responsible for obtaining the necessary consents from the Candidate for use of his/her personal information (be it for the purpose of performing background checks or otherwise) in order to progress the Candidate's application and/or offer employment.

13. The Client agrees at all times, including in its dealings with Candidates, to comply with the law.

14. Interest will be charged on overdue payments at the rate of 8% above the base rate as set from time to time of Barclays Bank PLC and will be payable on demand.

15. The Candidate is Introduced to the Client on the basis that he/she is subject to the supervision, direction and control of the Client as to the manner in which the Candidate renders his/her services to the Client. The Client shall be responsible for any loss, liability, damage, costs, claims or expenses suffered or occurred, directly or indirectly by the Client arising from or connected with the Engagement of any Candidate, however so arising.

16. The Client shall be responsible for any acts, errors or omissions of the Candidate whether they are willful, negligent or otherwise, as though the Candidate were the direct employee of the Client, and shall indemnify TalentPool in respect of any and all liability and claims arising from such acts, errors or omissions, unless such damage was a reasonably foreseeable consequence of any action or omission of TalentPool, having regard to the fact that it is the Client's responsibility to take up references (see clause 18).

17. TalentPool shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with TalentPool seeking a Candidate for the Client or from the Introduction to or engagement by the Client of any Candidate or from the failure of TalentPool to introduce any Candidate. For the avoidance of doubt, TalentPool does not exclude liability for death or personal injury arising from its own negligence and only limits its liability for failing to use reasonable care and skill in providing the Services to the aggregate fees paid to TalentPool by the Client in the twelve months preceding the claim.

18. The Client accepts that TalentPool is a candidate sourcing service and neither a placement agency nor an employment agency. Therefore, TalentPool shall endeavour to ensure the suitability of the Candidate but does not guarantee suitability. The Client shall at all times use reasonable skill and care of a normally prudent employer to satisfy itself as to the suitability or otherwise of any Candidate for the relevant position; including seeking references and verifying qualifications of the Candidate. TalentPool cannot accept responsibility for any statements or representations made to the Client about a particular Candidate either by the Candidate or TalentPool.

19. It is the Client's responsibility to make the Candidate aware of the confidential nature of the information made available to the Candidate or which the Candidate may come across and the Client is responsible for ensuring that the candidate enters into confidentiality agreements with the Client (when necessary).

20. If any provision of this Contract shall become or be declared illegal, invalid or unenforceable, in whole or in any part, for any reason whatsoever by an authority, such part shall be deemed to be deleted. If this substantially alters or affects this contract, the Client and TalentPool will negotiate in good faith to amend and modify these Terms of Business.

21. This agreement shall be construed in accordance with the laws of England. The parties hereby submit to the exclusive jurisdiction of the courts of England in relation to any dispute or claim arising out of or in connection with this agreement provided that TalentPool shall be entitled to enforce any judgement of the courts of England in the courts of any jurisdiction.

Schedule

1. Definitions.

- i. **Agreed Purposes:** provision by TalentPool of details of potential candidates for employment by the Client.
- ii. Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.
- iii. **Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.
- iv. **Permitted Recipients:** The parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement.
- v. **Shared Personal Data:** the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to contact details and other curriculum vitae of the Candidates.

2. Shared Personal Data.

The provisions which follow outline the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

- i. ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
- ii. give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;
- iii. process the Shared Personal Data only for the Agreed Purposes;
- iv. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- v. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
- vi. process no other personal data acquired in connection with this agreement other than the Shared Personal Data;
- vii. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- viii. not transfer any personal data outside the European Economic Area unless the prior written consent of the data subject has been obtained and the following conditions are fulfilled:
 - a. the data subject has enforceable rights and effective legal remedies with regard to the transferred personal data;
 - b. the transferring party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.

3. Compliance:

Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

4. Mutual assistance.

Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- i. allow the other party to approve and, if the other party deems necessary, to amend any notices given to data subjects in relation to the Shared Personal Data;
- ii. promptly inform the other party about the receipt of any data subject access request;
- iii. provide the other party with reasonable assistance in complying with any data subject access request;
- iv. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting with and obtaining the consent of the other party;
- v. assist the other party, at the cost of the other party, 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;
- vi. notify the other party without undue delay on becoming aware of

- any breach of the Data Protection Legislation;
- vii. at the written direction of any data subject, delete or return personal data and copies thereof to the data subject on termination of this agreement unless required by law to store the personal data;
- viii. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- ix. maintain complete and accurate records and information to demonstrate its compliance with this Schedule; and
- x. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

Indemnity. Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of TalentPool under this clause shall be subject to the limits set out in clause 17.