



TERMS OF BUSINESS

SYNC Talent Group (hereafter referred to as "the Agency")

1. Definitions - The following expressions shall have the following meanings:

- 1.1. "Agent" means SYNC Talent Group Ltd, whose registered office is 159 Wymering Mansions, Wymering Road, London, England, W9 2NG.
- 1.2. "Client" means any person who purchases Services from the Agent.
- 1.3. "Applicant" means any person introduced to the Client by the Agent for an Engagement unless such person was already in touch with Client for an engagement.
- 1.4. "Engagement" means the employment or use of the Applicant by the Client, or any third party to whom the Client has introduced the Applicant, on a permanent or short-term basis under any form of contract or relevant agreement.
- 1.5. "Services" means seeking and/or putting forward an Applicant for consideration by, or otherwise introducing that person to the Client in relation to actual or possible vacancies, whether directly on a permanent or temporary employment basis or on a contract worker or other contract for services basis. This includes supplying any CV or other details about qualifications, skills or experience of such an Applicant, or arranging a meeting, call or interview between such Applicant and Client.

2. Services and Responsibilities

2.1 The Agency agrees to provide the following recruitment services to the Client:

- Sourcing and identifying suitable candidates.
- Initial screening and interviewing of candidates.
- Coordinating interviews between candidates and the Client.
- Assisting in the negotiation of employment terms between the Client and candidates.

2.2 The Agency will use its professional expertise to identify candidates that meet the job specifications provided by the Client.

2.3 The Client agrees to provide the Agency with accurate and detailed job descriptions and hiring requirements.

3. Fees and Payment Terms

3.1 The Client agrees to pay the Agency a fee of **25%** of the candidate's first-year gross annual salary for each successful placement.

3.2 Payment is due within **7 days** of the Candidate's formal acceptance of the Client's offer of employment. For the purposes of this clause, 'formal acceptance' means any written confirmation by the Candidate-whether by email, message, electronic signature, or signed contract-confirming their intention to join the Client.

3.3 If payment is not received by the due date, interest will accrue on the overdue amount at a rate of 5% per month, calculated daily until full payment is received. The Client shall also be liable for all reasonable costs incurred by the Agency in recovering overdue sums, including legal fees and collection agency charges. The parties agree that this interest rate and cost recovery represent a reasonable and proportionate remedy for late payment.

3.4 Replacement Guarantee:

The free replacement guarantee applies only where the Client is up to date on all payments at the time the Agency begins the replacement search.

The Client's decision not to pursue or accept a replacement does not affect, reduce, or delay its obligation to pay the full placement fee.

3.5 Interaction with Clause 4:

If the Client withdraws an offer after the Candidate has accepted, Clause 4 (Cancellation Fee) shall apply in place of the standard placement fee, and the Cancellation Fee shall be payable in accordance with Clause 4.3.

For the avoidance of doubt, in all other circumstances, the full placement fee remains payable once the Candidate has formally accepted the offer.

4. Guarantees and Free Replacements

4.1 If a candidate leaves or is terminated within **8 weeks** of their start date, the Agency will provide a replacement candidate at no additional cost, provided the following conditions are met:

- The Client has paid the original fee within the agreed payment terms.
- The Client notifies the Agency in writing within 7 days of the candidate's departure.
- The reason for the candidate's departure is not due to redundancy, company restructuring, or a material change in the job role that was not disclosed during the recruitment process.
- The Client has provided a reasonable and supportive working environment, and the departure was not due to workplace conditions or management issues.

4.2 The replacement guarantee applies once per original placement. If the replacement candidate also leaves or is terminated within the free replacement period, the Agency is not obliged to provide another replacement or any further compensation.

4.3 If the replacement candidate's salary is higher than the original hire's salary, the Client agrees to pay an additional fee based on the difference in first-year gross salary at the same % rate which was agreed upon.

4.4 No refunds will be offered under any circumstances.

5. Cancellation Fee

5.1 If the Client withdraws an offer after the Candidate has accepted (verbally or in writing), a Cancellation Fee will apply. The Cancellation Fee is equal to 60% of the full placement fee that would have been payable based on the Candidate's agreed first-year salary.

5.2 This amount represents a genuine pre-estimate of the Agency's loss, including time invested, opportunity cost, administrative resource, and the loss of the Candidate's availability to be introduced to other clients during the offer process.

5.3 The Cancellation Fee is payable within 7 days of invoice.

6. Candidate Ownership

6.1 The Client agrees not to directly or indirectly hire any candidate introduced by the Agency within 12 months of the initial introduction, unless through the Agency.

6.2 If the Client hires a candidate introduced by the Agency within this 12-month period, the Client agrees to pay the Agency a fee of 50% of the candidate's first-year salary.

6.3 A candidate introduction includes any CV or candidate details shared by the Agency via email or any other written communication.

6.4 If the Client was already aware of a candidate before the Agency's introduction, the Client must notify the Agency within 5 business days and provide documented proof of prior contact. Failure to do so will validate the Agency's introduction, and fees will apply.

6.5 This clause does not apply to candidates who did not pass the initial CV screening phase and are applying for roles that fall outside the scope of this agreement and are unrelated to it.

7. Exclusivity and Termination

7.1 This agreement is non-exclusive, and the Client is free to engage other recruitment agencies.

7.2 Either party may terminate this agreement with 30 days written notice, provided that any ongoing recruitment processes are completed, and accrued fees related to such completed recruitment process are paid.

8. Confidentiality & GDPR Compliance

8.1 Both parties agree to maintain the confidentiality of all shared information related to each party's business, candidates, and hiring processes.

8.2 Both parties agree to comply with GDPR and any relevant data protection regulations regarding candidate information. Candidate details provided by the parties are confidential and must not be used beyond the hiring process without explicit consent.

9. General Provisions

9.1 These terms constitute the entire agreement between the Agency and the Client and supersede any previous arrangements.

9.2 Any modifications to these terms must be agreed in writing by both parties.

9.3 This agreement is governed by the laws of the United Kingdom, and any disputes shall be subject to the exclusive jurisdiction of UK courts.

10. Warranty

10.1 Both parties warrant their authority to enter into this Agreement and confirm they have obtained all necessary approvals to do so.

11. Limitation of Liability

11.1 Nothing in these Terms shall limit or exclude the Agency's liability for death or personal injury caused by its negligence.

11.2 Subject to clause 10.1, the Agency shall not be liable for any direct, indirect, or consequential loss or damage suffered by the Client or any third party, howsoever caused, arising from negligence, breach of contract, or otherwise, in excess of the amount recoverable under the Agency's professional indemnity insurance in the insurance year in which the claim is first notified.

11.3 The Agency accepts no liability for any loss, damage, expense, or compensation suffered by the Client arising directly or indirectly from any act or omission of any Candidate introduced by the Agency.

12. Indemnity

12.1 The Client shall indemnify and hold the Agency harmless against all claims, costs, damages, and expenses (including legal fees) incurred by the Agency which arise directly or indirectly from the Client's breach of these Terms.

13. Assignment

13.1 The Client shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the Agency.

14. Third Party Rights

14.1 No term of this Agreement is intended to, nor shall it, confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

15. Severance

15.1 If any provision of these Terms is found by a court or competent authority to be invalid, illegal, or unenforceable, that provision shall be severed, and the remaining provisions shall continue in full force and effect.

16. Waiver

16.1 Failure by either party to enforce any provision of these Terms shall not constitute a waiver of that provision or the right to enforce it subsequently.

17. Notices

16.1 Any notice required under these Terms may be served by email or personal delivery. Notices shall be deemed received on the day of sending if sent before 5pm, or the next business day if sent after 5pm.

18. Entire Agreement

18.1 These Terms constitute the entire agreement between the parties and supersede all previous agreements, understandings, or representations (written or oral).

19. Governing Law

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

19.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.