

**THIS AGREEMENT IS BETWEEN:**

Spencer Ogden Limited (No: 6979438) at 24 King William Street, London, EC4R 9AT, United Kingdom ("**SPENCER OGDEN**") and the Client.

**WHEREAS** this agreement (the "Agreement") constitutes the entire agreement between Spencer Ogden and the Client and shall govern all business between them.

**1 DEFINITIONS** 1.1 In this Agreement the following definitions apply:  
*Appointment: means employment or engagement by the Client of a Candidate Introduced by Spencer Ogden, whether on a, permanent, temporary, full-time, part-time or other basis and whether directly or indirectly through an affiliate of the Client, and 'Appoint' will be construed accordingly;*  
*Candidate: means the individual, partnership, corporate entity or any other person Introduced by Spencer Ogden to the Client*  
*Client: means the company, firm, corporate entity or person to whom an Introduction is made by Spencer Ogden;*  
*Compensation: means the actual or anticipated compensation to be paid to the Candidate by the Client as remuneration for the first year of the Appointment, including but not limited to salary, bonus (whether guaranteed or variable), travel or relocation allowance, subsidised accommodation and any and all taxable emoluments. Provision of a company car shall be regarded as Compensation and calculated at £6,000;*  
*Fee: means 25% of Compensation, subject to a minimum fee of £6,000;*  
*Introduction: means (i) the provision of any information by Spencer Ogden to the Client (including the provision of a curriculum vitae) which identifies a Candidate and/or (ii) the Client's interview of a Candidate whether in person or by telephone or by any other means, regardless of whether or not the Client knew the Candidate previously, and 'Introduced' will be construed accordingly.*

**2 AGREEMENT** 2.1 This Agreement is effective from the date of an Introduction and shall remain in force unless terminated by either party upon giving no less than thirty (30) days written notice. The Client is deemed to have accepted this Agreement by virtue of an Introduction, an Appointment or the passing of any information about a Candidate to any third party following an Introduction.  
 2.2 Spencer Ogden is acting as an employment agency. Spencer Ogden will introduce Candidates for permanent Appointment. Should an Appointment take place within twelve (12) months from the date of an Introduction the Client will pay the Fee to Spencer Ogden.  
 2.3 Introductions are strictly confidential. The provision of any information relating to a Candidate by the Client to any third party resulting in an Appointment by any third party will render the Client liable to pay the Fee.

**3 OBLIGATIONS** 3.1 The Client authorises Spencer Ogden to advertise the availability of the position which the Client engages Spencer Ogden to seek to fill.  
 3.2 The Client will notify Spencer Ogden within seven (7) days if a Candidate is already known to it, whether as a result of a previous submission or interview through a source other than Spencer Ogden. The Client agrees not to directly contact any Candidate without prior approval of Spencer Ogden.  
 3.3 Spencer Ogden will make reasonable efforts to ensure that a Candidate has the necessary experience to be able to work in the position which the Client seeks to fill. However, Spencer Ogden provides an introductory service only and makes no warranty as to the suitability of any Candidate for a particular position. It is the Client's responsibility to satisfy themselves as to the suitability of any Candidate prior to an Appointment. The Client is responsible for reference checking, arranging any required medical examinations, for obtaining any required work permits or other required authorisations and for satisfying any statutory or legal requirements pertaining to an Appointment.  
 3.4 The Client agrees to provide Spencer Ogden with details of the Compensation as soon as an Appointment has been made. If it fails to provide these details within seven (7) days of an Appointment the Client agrees to pay an increased fee of 40% of Compensation or £15,000 (whichever is greater).  
 3.5 The Client will notify Spencer Ogden if an employee of Spencer Ogden with whom the Client had dealings accepts an Appointment with the Client within twelve (12) months of leaving Spencer Ogden's employment. The Client agrees to pay the Fee to Spencer Ogden in respect of such Appointment.

**4 PAYMENT** 4.1 Spencer Ogden will invoice the Client for the Fee upon the Candidate's start date. The Fee is exclusive of VAT. The Client will pay Spencer Ogden's invoice within fourteen (14) days from the date of invoice.  
 4.2 Spencer Ogden's standard fee is 35% of Compensation. In the event that a discount to the standard fee has been agreed the Client acknowledges that such discount is conditional on Spencer Ogden's invoice being paid within the payment terms set out in clause 4.1. Where the Client fails to pay Spencer Ogden's invoice within the payment terms set out in clause 4.1 the Client agrees to pay Spencer Ogden's full fee of 35% of Compensation.  
 4.3 Spencer Ogden will charge interest on invoiced amounts unpaid after the due date at the rate of 8% per annum above the base interest rate of HSBC from the due date until the date of payment. The Client will bear any legal costs or other expenses incurred by the Company as a result of non-payment or late payment of an invoice and Spencer Ogden reserves the right to charge forex for currency fluctuations in the event of late payments.  
 4.4 The Client will provide Spencer Ogden with the relevant invoicing address on the date of Appointment. The Client will not make any deduction or withhold taxes from any payment to Spencer Ogden. If the Client demonstrates to Spencer Ogden's absolute satisfaction that it is required by law to withhold taxes from a payment the Client may make those withholdings. However, the Client must give Spencer Ogden a receipt for each payment and increase its payment to Spencer Ogden by the amount necessary to ensure Spencer Ogden receives the full amount which it would have received if no withholding had been made.  
 4.5 The Client agrees to supply Spencer Ogden with any required Purchase Order before the Candidate commences employment with the Client. Where the Client fails to do so, Spencer Ogden is authorised to invoice the Client without an accompanying Purchase Order in accordance with clause 4.1 above.  
 4.6 Please be aware that there is a significant risk posed by cyber fraud, specifically affecting email accounts and bank account details. It is unlikely that we will need to notify you of a change of our bank account details, but in the unlikely event that we do change our bank details, we will not notify you via email. Please be careful to check account details with us in person if in any doubt. We will not accept responsibility if you transfer money into an incorrect account.

**5 REFUNDS** 5.1 If an Appointment is terminated within twelve (12) weeks of a Candidate's start date a refund may be payable. For the avoidance of doubt, an Appointment shall be deemed to be terminated from the date either the Candidate or the Client notifies Spencer Ogden of their respective decision(s) to bring the Candidate's employment to an end. No refund will be payable where the termination is a result of redundancy, reorganisation or transfer or where the Client has failed to pay the Fee within fourteen (14) days of the date of invoice. To claim a refund the Client must notify Spencer Ogden in writing within seven (7) days of the termination of an Appointment. Refunds will be made according to the below scale:

WEEK CANDIDATE TERMINATES	AMOUNT REFUNDABLE
0-4	100%
5-8	50%
9-12	25%

5.2 If an Appointment is terminated within four (4) weeks of the Candidate's start date Spencer Ogden may, at the Client's discretion, use its best endeavours to find a suitable replacement Candidate as an alternative to paying a refund. Spencer Ogden may reclaim any refund paid or claim a Fee following provision of a replacement, if within twelve (12) months of the termination of an Appointment the Client re-Appoints any Candidate.

**6 LIABILITY** 6.1 Save in respect of death or personal injury, to the extent permitted at law Spencer Ogden will have no liability to the Client for any injury, loss, damage, expense or delay incurred by the Client arising directly or indirectly from this Agreement or from any Appointment.

**7 GENERAL** 7.1 In this Agreement references to the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.  
 7.2 In the event of a conflict between these Terms and any other agreement, the former shall prevail. No variation or alteration to these Terms shall be valid unless the details of such variation are set out in writing and signed by the Client and Spencer Ogden.  
 7.3 English law shall apply to this Agreement and disputes arising from it are subject to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of **SPENCER OGDEN LIMITED** with the company Signed for and on behalf of **THE CLIENT**

number 06979438 having its registered address at 24 King William Street, London, EC4R 9AT

Company number:  
Registered address:

**SIGNED**  
**PRINT NAME:** .....  
**TITLE:** .....  
**DATE:** .....

**SIGNED** .....  
**PRINT NAME:** .....  
**TITLE:** .....  
**DATE:** .....