
Terms and conditions for the introduction and supply of fixed term and permanent staff

1. Parties

This agreement is entered into voluntarily and is binding upon the following parties:

- (1) ABAYENKO LTD
("Company")
- (2) Company, organisation or partnership to whom candidate introduction services are supplied
("Client")

STANDARD TERMS AND CONDITIONS FOR INTRODUCTION SERVICES

2. Definitions & Interpretation

2.1. The following definitions and rules of interpretation apply in this agreement:

"Candidate"	The individual introduced by Abayenko to the client for employment or an assignment, including employees of the company, freelance consultants, LLP, LLC and fixed term contractors subsequently engaged permanently.
"Client"	The person, firm or corporate body to whom this agreement is addressed, alongside any associated subsidiary, portfolio company, affiliate, sister or parent company to whom the candidate is introduced or liable.
"Assignment"	The position, role or job to be performed by a candidate for the client or the request for staff notified to the company by the client in accordance with clause 6.1.
"Duties"	Any work to be undertaken for the client by the employee and all responsibilities.
"Engagement"	The employment or use of the candidate on a permanent or temporary basis by the client, acceptance of an offer of employment, implied agreement or signing of an employment contract issued by client, a subsidiary or affiliate associated with the client, or any third party to whom the candidate has been introduced and subsequently hired.
"Candidate Criteria"	The skills relevant to the position and the minimum requirements, or expectations of the candidate, as notified by the client to the company in accordance with clause 6.1.
"Remuneration"	The gross annual salary of the selected candidate and employee introduced, excluding allowances, guaranteed bonuses, sign-on bonuses and on-target earnings (OTE).

<p>“Introduction”</p>	<p>Direct and indirect referrals, job advertising on behalf of the client resulting in an application or engagement, sharing of availability, or the provision of information regarding a candidate by way of CV or other means that can be used to identify such as a freelance portfolio, employment summary, personal website or skills profile.</p>
<p>“Introduction Fee”</p>	<p>The fee payable by the client to Abayenko within 1 month of an invoice being rendered for an introduction that resulted in an engagement within 12 months thereafter.</p>
<p>“Confidential Information”</p>	<p>Proprietary information and anything designated or by nature intended to remain confidential which a party directly or indirectly discloses, or makes available to the other party either on or following the date of this agreement, including:</p> <ul style="list-style-type: none"> (a) the terms of this agreement; (b) information relating to the business, affairs, customers, clients and suppliers of a party; (c) information relating to the operations, processes, technical know-how and trade secrets of a party; (d) information, findings, data or analysis derived from confidential information; and (e) candidate personal data.
<p>“Candidate Personal Data”</p>	<p>Personal information that identifies or relates to an individual obtained in order to provide services to candidates and clients, who require this information to be able to make an informed decision.</p>
<p>“Global Privacy Policy & Confidentiality Agreement”</p>	<p>The policy available on our website that details the processes and controls in place to ensure your information and anything shared with Abayenko remains private.</p>
<p>“Data Protection Laws”</p>	<p>The Data Protection Act 1998 and all other applicable statutory or regulatory provisions that relate to the protection and transfer of personal data.</p>
<p>“Conduct Regulations”</p>	<p>The Conduct of Employment Agencies & Employment Businesses Regulations of 2003 and all subsequent or applicable legislation.</p>

- 2.2. A reference to writing or written communication includes first-class post and email.
- 2.3. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 2.4. Terminology such as ‘including’, ‘in particular’, ‘for example’ or any similar expression shall be construed as illustrative and not limit the sense of the words or condition(s) preceding those terms.
- 2.5. Variations of the same terminology, such as engaged and engagement, shall carry forth the same meaning and be construed accordingly.
- 2.6. Any obligation on a party not to do something includes an obligation not to allow it to be done. Any expectation that a party should, or ought to, do something includes an obligation to comply with the expectation in accordance with this agreement.
- 2.7. The headings contained in this contract are for convenience only and do not affect their interpretation.

3. The Contract

- 3.1. These terms of business and the attached schedule(s) (“the Terms”) constitute the contract between Abayenko and the client for services, specifically the introduction of permanent or interim staff to be engaged directly by the client or any associated subsidiaries and affiliates. This also includes research, sourcing, shortlisting, benchmarking, job advertising and screening of candidates (the “Services”).
- 3.2. These conditions are deemed to be accepted by the client by virtue of an introduction, referral, interview, engagement or employment of a candidate, extending and applying also to the passing of any information about a candidate to third parties following an introduction to the client.
- 3.3. This contract contains the entire agreement between the parties and unless otherwise agreed by both parties in writing, these terms prevail over any other terms, purchase conditions, vendor approval process, preferred supplier list or similar put forward by the client.
- 3.4. No variation or alteration to these terms shall be valid unless the details of such variation are agreed between a director of Abayenko and a representative of the client. This must be set out in writing and a signed copy of the varied terms shall be given to the other party stating the date on or after which the variation(s) shall apply.
- 3.5. In the rare event the company introduces the same candidate as another employment agency, the company shall be entitled to the introduction fee unless the client can evidence that the other employment agency made the initial introduction and the candidate was considered for a position in the last year.
- 3.6. When introducing candidates to the client for direct or indirect engagement, Abayenko acts as an employment agency as defined in Section 13(2) of the Employment Agencies Act (1973).

4. Fees & Expenses

- 4.1. The client agrees to pay the company a fee for each candidate hired by the client. The amount payable is based upon the annual remuneration of the hire and shall be calculated as follows:

Mandate	Introduction fee (%)
Contingent	18*
Retained	15*

* Introduction fees are contingent upon the client hiring a candidate introduced and calculated as a percentage of the hire's base salary. No upfront payments are required, although a discount will be applied should the client deposit £1000 to retain the services of the company and deposits shall be fully refunded upon successful hire. The same discount applies to hiring projects involving three or more assignments to be completed in a given quarter or two identical vacancies. Unless agreed otherwise and in writing, a fixed fee of £5000 shall be charged for each fixed-term contractor hired by the client and this is non-refundable.

- 4.2. An invoice will be issued by the company the day after the candidate introduced commences their employment with the client, or following engagement in cases of ambiguity. VAT is charged at the standard rate on all fees which are to be paid within 28 days of invoice receipt.
- 4.3. Where the annual remuneration is represented in a currency that is not British Sterling, the amount payable by the client to the company shall be based on the exchange rate published on www.x-rates.com on the date the relevant invoice(s) were issued.
- 4.4. The introduction fee is payable as long as the client engages the candidate within a period of 12 calendar months from the date of the introduction and this applies to both direct and indirect referrals where the company can evidence contact with the candidate regarding the position or client.
- 4.5. Introduction fees are contingent upon the candidate being hired by the client in any capacity or position, for any reason, whether or not for the original role discussed. If services are retained the client shall receive a discount on the applicable introduction fee as reward for continued loyalty. The same discount applies to projects involving three or more hires in a given quarter or two identical vacancies.
- 4.6. Expenses must be approved in advance and in writing by the client and shall be reimbursed to the company within 28 days of invoice receipt. The client may instruct other employment agencies and agrees to reject identical submissions supplied later by other employment agencies. The client is obliged to reject any candidates who circumvent the screening process by contacting the client directly. In the event of resume duplication, the client must provide evidence of another party's involvement in the introduction.

5. Refunds & Replacements

- 5.1. If the engagement is terminated by either the client or employee within **1 month** of employment (except in the case of redundancy), the client is entitled to a suitable replacement and may request the company procure this without delay. To qualify, a request must be submitted to the company in writing and within 14 days of the contract termination date, supported by documentary evidence.
 - 5.1.1. If a replacement is unobtainable or, for whatever reason, the client would like to discontinue the search for a replacement, **75%** of the introduction fee shall be refunded to the client and a credit note shall be issued for the remaining **25%** of the fee charged. This is expected within 28 days of notification.
- 5.2. If the engagement is terminated by either the client or employee within **3 months** of employment (except in the case of redundancy), the client is entitled to a suitable replacement and may request the company to procure this without delay. This should be submitted to the company in writing and within 14 days of the contract termination date, supported by documentary evidence.
 - 5.2.1. If a replacement is unobtainable or, for whatever reason, the client would like to discontinue the search for a replacement, **75%** of the introduction fee shall be credited to the client. This is expected within 28 days of notification.
- 5.3. If the engagement is terminated by either the client or employee within **6 months** of employment (except in the case of redundancy), the client is entitled to reimbursement in the form of a credit note for **50%** of the original introduction fee. The client can request this within 14 days of the contract termination date, supported by documentary evidence. Crediting shall take place within 28 days of notification.
- 5.4. If the engagement is terminated by either the client or employee within **12 months** of employment (except in the case of redundancy), the client is entitled to a credit note set at **10%** of the original introduction fee. The client may request this within 14 days of the contract termination date, supported by documentary evidence. Crediting shall take place within 28 days of notification.
- 5.5. For the avoidance of doubt, replacement candidates will only be sought without additional charge if the contractual engagement expires and employment ceases within 3 months of the start-date for employment and no rebates will be due following one month of employment.
- 5.6. Unless agreed otherwise, a non-refundable fee of £5,000 shall be charged for fixed-term contractors hired.
- 5.7. Credit notes will only be issued if the engagement ends within a year of employment. Credit notes issued to the client may be utilized to offset fees payable for future introduction services provided by the company to the client under this agreement and shall be valid for a period of 24 months from the issue date, after which they shall be deemed to have expired and cease to be utilizable.

6. Client Obligations

- 6.1. In accordance with this agreement, the client may make requests to the company for the introduction of candidates for an assignment. All requests must be made in writing and in respect of each request, the client shall provide details of the assignment and candidate criteria including:
 - 6.1.1. the duties to be performed by the employee, together with the location(s) and hours during which the employee is required to work;
 - 6.1.2. the estimated start-date for employment, notice period and duration of employment if definite;
 - 6.1.3. the full remuneration package and any expenses payable by, or to, the candidate;
 - 6.1.4. the level of experience, training and qualifications required of the candidate;
 - 6.1.5. all authorisations or professional memberships required by law for employment by the client; and
 - 6.1.6. any other information required by the company to reasonably facilitate the search and introduction of candidates to the client, such as known health and safety risks or vaccination requirements.
- 6.2. The client may at any time terminate or amend the search criteria by giving written notice to the company. In the event of termination or discontinuation, the client shall remain fully liable to reimburse the company for any unforeseen expenses incurred, such as international travel for representatives to visit the client at request, and shall pay an introduction fee upon engaging a temporary contractor supplied indefinitely.
- 6.3. The client agrees to notify Abayenko immediately of any interviews and the terms of any offer of employment it makes to a candidate introduced by the company and may request negotiation services.

- 6.4. The client agrees to notify Abayenko immediately if an offer of employment is accepted by the candidate and provide details of the remuneration agreed with the candidate alongside a start-date for employment, together with any documentary evidence as requested by the company.
- 6.5. All jobs must be bona-fide with budget approval and sign-off from a direct report or relevant line manager before hiring a candidate introduced. The client agrees to notify Abayenko immediately if a decision is made to withdraw or rescind an offer of employment made to a candidate prior to the contract start-date. The client shall indemnify Abayenko in the event of any claim arising out of a withdrawn offer.
- 6.6. Where prior to commencement the client decides that the engagement shall be on a fixed term basis of less than 12 months, the client will notify the company immediately of a daily or hourly rate acceptable to the client. Charge rates, pre-employment screening, background checks and contractor payroll services shall be agreed on an individual basis, in writing and supplement of this agreement.
- 6.7. In the event the company introduces a candidate who has already been put forward by another agency or submitted their resume in the last year, the client shall notify the company in writing within 7 days of the date the candidate was introduced, supported by documentary evidence and requested information.
- 6.8. The client shall provide timely candidate feedback, comply with all applicable law and must not discriminate against any candidate on the basis of race, religion, nationality, age, gender, sexual orientation, marital status, ancestry, mental health, physical disability or any other protected characteristic.
- 6.9. The client accepts that in order to qualify for a refund or credit note specified in clause 5, it must comply with all conditions in this agreement and repay the company if the candidate is re-engaged within 12 months.
- 6.10. The client must pay the introduction fee within 28 days of invoice receipt and liability remains until fulfilled.

7. Company Obligations

- 7.1. In respect of each request, the company will endeavour to search for candidates who meet the candidate criteria within a timeframe agreed by both parties.
- 7.2. The company shall take reasonable steps to ensure it introduces to the client only candidates who:
 - 7.2.1. meet the candidate criteria and are interested in the assignment they are being introduced to;
 - 7.2.2. have the right to work in the territory;
 - 7.2.3. possess the required experience, training and qualifications to perform the role, alongside all authorisations required by law or professional body for engagement by the client;
 - 7.2.4. are suitable for the assignment.
- 7.3. Notwithstanding clause 7.2, the client is expected and shall be obliged to satisfy itself as to the suitability of the candidate for the position it is seeking to fill. Unless agreed otherwise, the client is responsible for ensuring the suitability of the candidate for the assignment and agrees to conduct all referencing, criminal record checks, right to work verification and other pre-employment screening processes required.
- 7.4. Notwithstanding clause 7.2, the company shall have no liability to the client in the event that a suitable candidate cannot be sourced and deposits, or payments in advance, shall be deducted from introduction fees.
- 7.5. The company shall not discriminate against any candidate on the basis of race, religion, nationality, age, gender, sexual orientation, marital status, ancestry, mental health, physical disability or any other protected characteristic.
- 7.6. The company endeavours to only introduce candidates who have not applied for a position with the client within the last 6 months. Both parties accept company candidate ownership to be determined by a period of 12 months from the point of introduction and the client shall evidence any previous job applications.
- 7.7. The company agrees to reimburse and credit the client within 28 days of request in accordance with the terms and conditions set out in clause 5 and liability shall survive termination of this agreement.
- 7.8. The company agrees it will not, during the term of this agreement, solicit any employee introduced to the client and the client shall pay a standard introduction fee for hiring an employee of the company.
- 7.9. The company agrees to add the client to a list of organisations whose staff shall not be contacted regarding alternative employment opportunities.

8. Confidentiality & Data Protection

- 8.1. Each party undertakes to and accepts they shall not at any time, during this agreement or thereafter, disclose to any person any proprietary or confidential information concerning the other party, except that in the public domain and as permitted by clause 8.2.
- 8.2. One party may only disclose confidential information regarding the other party for the purpose of fulfilling its contractual obligations set out in this agreement and under the following conditions:
 - 8.2.1. if required by law, by a court with jurisdiction or any governmental or regulatory authority;
 - 8.2.2. if written consent of the other party has been obtained or a candidate reasonably requires it;
 - 8.2.3. if an employee, officer or representative needs to know or volunteer such information for the purposes of exercising the party's rights or to carry out its obligations in connection with this agreement; and
 - 8.2.4. each party shall ensure its employees and other representatives, to whom any confidential information is disclosed, adhere to all relevant data protection laws and conditions within this agreement.
- 8.3. All information relating to a candidate is confidential and subject to GDPR among other data protection laws. It is provided by the company solely for the purpose of delivering recruitment and introduction services to the client in accordance with this agreement. The company warrants that all necessary consents for the disclosure of candidate personal data by the company to the client have been obtained. Each party must, at all times, comply with its respective obligations under applicable data protection legislation.
- 8.4. Personal information that identifies a specific individual or candidate must not be used for any other purpose or divulged to any third party. The client undertakes and commits to abide by all applicable data protection laws and, in doing so, accepts its obligation to use the candidate personal data only for the purpose of evaluating the candidate for engagement in respect of the assignment for which the candidate's personal information was provided. The client must also store any introductions and applicant information securely.
- 8.5. Candidate introductions are strictly confidential. If the client discloses a candidate's details to a third party, it will be deemed to be a 'third party introduction'. If that 'third party introduction' results in an engagement or the employment of the candidate by the third party within 12 months of the introduction of the candidate to the client by Abayenko, the client will be liable for payment of an introduction fee calculated in accordance with clause 4.1. Neither the client nor the third party shall be entitled to a refund of the introduction fee under clause 5 in any circumstances.
- 8.6. The provisions set out in this clause (8) shall survive termination of this agreement.

9. Force Majeure

- 9.1. Neither party shall have any liability to the other for delay or loss occasioned by war, strike, lockout, industrial dispute, fire, illness, or any other circumstance which is outside of their reasonable control.

10. Liability & Indemnity

- 10.1. Abayenko shall not be liable for any loss, expense, damage, delay, cost or compensation incurred by the client, except in the case of criminal misconduct arising out of:
 - 10.1.1. Abayenko searching for and introducing a candidate to the client;
 - 10.1.2. any advice or opinion expressed on the basis of candidate personal information or otherwise;
 - 10.1.3. client use or reliance on any information provided by the company in relation to the candidate;
 - 10.1.4. the introduction, engagement or employment of a candidate by the client;
 - 10.1.5. any claim, act or omission by a candidate during the interview process or their engagement as an employee of the client.
- 10.2. Neither party shall under any circumstances be liable for any indirect or consequential loss of profits, reputation, goodwill, anticipated savings or contracts arising out of interviewing, candidate selection, the hiring process or work performed by a candidate introduced.
- 10.3. Neither party excludes liability for death or personal injury arising out of negligence, or any other loss they are not permitted to exclude by law.
- 10.4. The client shall indemnify Abayenko, its officers, agents and employees against all losses, liabilities, damages, costs, claims brought and expenses incurred by the company arising out of, or in connection with, an undisclosed hire or claim for wrongful or unfair dismissal of a candidate engaged by the client.

- 10.5. In respect of all claims, the maximum aggregate liability of the company to the client, or vice versa, over the course of a year shall not exceed £50,000 more than the total amount of all fees owed to and received by the company from the client pursuant to clause 4.1.
- 10.6. The provisions of this clause (10) alongside (4 & 5), 3.5, 6.2, 6.3 & 6.6 shall survive 12 months upon termination.

11. Termination

- 11.1. These terms may be terminated with immediate effect by either party if:
 - 11.1.1. a petition is filed, a resolution is passed, notice is given or an order is made regarding the winding up of the other party;
 - 11.1.2. the other party ceases or intends to cease the functioning of its business, is unable to pay its debts, proposes to enter into an arrangement or compromise with its creditors and becomes insolvent (within the meaning of the Insolvency Act 1986).
- 11.2. This contract may be terminated for convenience by either party in writing, with no less than 28 days prior notice given to the other party and any invoices, arrears or outstanding balance must be paid within 28 days.

12. Notices

- 12.1. All notices required to be given in accordance with these terms should be in writing and delivered by either email or first-class post. Notice shall be deemed to be served immediately by email or within 48 hours by post.

13. Entire Agreement & Variation

- 13.1. This agreement constitutes the entire agreement between the parties, superseding and extinguishing all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter.
- 13.2. Each party acknowledges that by entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 13.3. No variation of this agreement shall be effective unless in writing and signed by both parties or their authorised representatives.

14. Severability

- 14.1. If any of the provisions of these terms were to be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

15. Governing Law & Jurisdiction

- 15.1. These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the client	
Name: _____	
Date: _____	
I confirm that I am authorised to sign these terms on behalf of the client:	
	_____ (Signature)

Signed for and on behalf of Abayenko

Name: _____

Date: _____

I confirm that I am authorised to sign these terms on behalf of the company:

(Signature)

Amendments & Variations

Note: This contract for services outlines the principles, terms and conditions underpinning retained advisory and contingent recruitment services. Unless agreed otherwise and in writing, introduction fees are the only fees associated with this agreement and they are contingent upon successful candidate placement. Monthly subscriptions for embedded talent, fixed term contractor and recruitment process outsourcing (RPO) services are available upon request and should be agreed in supplement to the standard terms and conditions for the introduction and supply of fixed term and permanent staff contained herein. Embedded RPO fees start from £6,000 per calendar month, although this can vary depending on requirements.