

ANIMATED PEOPLE RECRUITMENT LIMITED (CO. NO. 6547015)

TERMS AND CONDITIONS FOR CLIENTS (“CONDITIONS”)

1. DEFINITIONS

1.1 In these Conditions, the following words shall have the following meanings:

“**Affiliate**” any person that Controls, is Controlled by, or is under common Control with the Client;

“**Agency**” Animated People Recruitment Limited, a company registered in England and Wales under company registration number 6547015 and whose registered office is at 1st Floor, 24/25 New Bond Street, London W1S 2RR;

“**Applicant**” a person Introduced by the Agency to the Client to be considered for an Engagement;

“**Client**” any person, firm or company who approaches the Agency with a view to Engaging or otherwise employing an Applicant, or any person, firm or company to whom an Applicant is Introduced by the Agency;

“**Control**” direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of the Client, as the case may be;

“**Contract**” the contract formed in accordance with condition 2;

“**Engage(s)**” (or “**Engagement**” or “**Engaged**”) the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of an Applicant by or on behalf of the Client;

“**Introduce**” (or “**Introduction**”) the provision to the Client of a curriculum vitae or any other details, whether written or oral, of an Applicant, whether or not the Client had knowledge of that Applicant before the Introduction;

“**Introduction Fee**” the Introduction fee calculated according to condition 4; and

“**Introduction Services**” search for Applicants for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency.

1.2 In these Conditions, the following rules apply: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (b) a reference to a “**party**” is a reference to either the Agency or the Client (and includes their respective successors or permitted assigns) and “**parties**” shall be understood accordingly; (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted, and a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (d) any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (e) words in the singular shall include the plural, and the same shall apply the other way round; and (f) a reference to one gender shall include the other genders.

1.3 The Agency may from time to time make reference to a “**Candidate**” (for example, on its website or within other marketing materials) and any such reference shall be understood to mean an Applicant.

2. BASIS OF CONTRACT

- 2.1 The Client shall be deemed to have accepted and agreed to these Conditions and the Contract is formed, on the occurrence of the earliest of the following: (a) the Agency receives a request (whether orally or in writing) from the Client to Introduce an Applicant for any position; (b) the Client, or a third party acting on the Client's behalf, interviews an Applicant; (c) the Client Engages an Applicant in any capacity; (d) an Applicant begins work for the Client in any capacity; or (e) the Agency provides any of the Introduction Services to the Client.
- 2.2 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Agency which is not set out in the Contract.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 These Conditions supersede all previous terms of business.

3. INTRODUCTION SERVICES

- 3.1 The Agency shall provide the Introduction Services to the Client in consideration for the Client paying the applicable Introduction Fee to the Agency, subject to these Conditions.
- 3.2 The Agency shall use reasonable endeavours to Introduce to the Client an Applicant suitable to carry out work of such nature as the Client shall notify to the Agency. The Agency does not represent, warrant or undertake to find a suitable or any Applicant for each vacancy notified to it by the Client.
- 3.3 When Introducing an Applicant to the Client for employment, the Agency is acting as an "**employment agency**" as defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 3.4 The Agency shall: (a) ensure that any Applicant has given their consent for their details to be provided to the Client for any vacancy for which they are submitted; (b) once the Agency has Introduced an Applicant to the Client, provide the Client with access to the Applicant's details that are held by the Agency; and (c) at the Client's request, supply to the Client copies of any relevant qualifications or authorisations and any non-confidential references in the Agency's possession, except where the Agency is not permitted to obtain, verify or disclose them.
- 3.5 If more than one agency submits details of the same Applicant to the Client, the agency which first submitted the details shall be deemed to have Introduced the Applicant to the Client. No subsequent submission of the same Applicant's details shall be deemed as a valid Introduction, and, if the Client Engages that Applicant in any capacity, no fees or charges of any kind shall be payable to any agency other than the first to submit the Applicant's details.
- 3.6 By requesting the Agency to Introduce Applicants for a vacancy, the Client authorises the Agency to advertise such a vacancy, but the Agency is not authorised to use the Client's name or any of its logos or trade marks without the Client's prior express written permission. The Client accepts no liability for any advertising, promotional or marketing costs incurred by the Agency.

4. FEES AND PAYMENT

- 4.1 The Client shall pay an Introduction Fee to the Agency in respect of each Applicant Engaged by the Client
- 4.2 The Introduction Fee is calculated as follows: (a) if the Engagement is a contract for services of less than or equal to 3 months, a sum equal to the product of 20% of the Applicant's day rate and the duration of the Engagement; (b) if the Engagement is a

contract for services of more than 3 months, a sum equal to the product of 18% of the Applicant's day rate and the duration of the Engagement; and, if the Engagement is a contract of service, a sum equal to 15% of the Applicant's total first year's remuneration. For the purposes of condition 4.2 (c), the "**total first year's remuneration**" means all emoluments together with all benefits that are to form part of the Applicant's annual gross taxable pay (that is, the gross emoluments and benefits to be paid over 12 months before applying any exemptions, allowances or deductions for income tax purposes, excluding any performance-related or other bonuses).

- 4.3 The Introduction Fee shall become due immediately when an Applicant accepts an offer of an Engagement.
- 4.4 The payment of the Introduction Fee shall be made by the Client to the Agency within 30 days of the date of the Agency's invoice.
- 4.5 The Introduction Fee charged for the Introduction of any Applicant for an Engagement is applicable for one Engagement only. For each additional Applicant Introduced by the Agency and Engaged by the Client, a further Introduction Fee shall be payable.
- 4.6 The Client shall be charged the Introduction Fee each time it re-Engages an Applicant subsequent to their first Engagement by the Client unless otherwise agreed in writing by the Agency.
- 4.7 The Introduction Fees are for the Introduction of Applicants only and do not include any salary, fees or expenses, due to any Applicant. Unless the Applicant is self-employed, it is the Client's responsibility to account for any tax and National Insurance contributions attributable to the Applicant.
- 4.8 Charges for advertising must be separately agreed in writing before the advertisement is placed and will be payable irrespective of whether an Applicant is Engaged. All other charges must be separately agreed in writing and will be payable irrespective of whether or not an Applicant is Engaged.
- 4.9 If, after an offer of Engagement has been accepted by an Applicant, the Client withdraws the offer, the Client shall be liable, by way of liquidated damages, for a cancellation fee of 50% of the Introduction Fee.
- 4.10 If, following an Applicant's unsuccessful application to the Client via the Agency either: (a) the Client, without notifying the Agency, Engages that Applicant in any capacity within 1 year of the Agency having Introduced the Applicant to the Client, or (b) the Client or the Client's employee, agent or subcontractor refers or Introduces that Applicant to a third party, including an Affiliate, and that third party Engages the Applicant in any capacity within 1 year of the Agency having Introduced the Applicant to the Client; then, in either case, the Client shall be liable for an Introduction Fee as set out in condition 4.2.
- 4.11 All amounts stated are exclusive of VAT (and any other applicable taxes) which will, if applicable, be charged at the rate in force at the time the Client is required to make payment.
- 4.12 If the Client does not make a payment by the date provided for in condition 4.4, then the Agency, without prejudice to any other right or remedy it may have, shall be entitled to: (a) charge interest on the outstanding amount at the rate of 3% a year above the base lending rate of National Westminster Bank plc, accruing daily; (b) require the Client to pay, in advance, for any Introduction Services (or any part of the Introduction Services) which have not yet been performed; and (c) not perform any further Introduction Services (or any part of the Introduction Services).

5. CLIENT'S OBLIGATIONS

- 5.1 The Client acknowledges and agrees that: (a) by requesting the Agency to carry out an act on its behalf, the Client authorises the Agency to act on the Client's behalf for that purpose; and (b) by requesting the Agency to Introduce Applicants for a position, the Client authorises the Agency to advertise that position, subject to condition 3.6.

- 5.2 When requesting the Agency to Introduce Applicants for a vacancy, the Client shall provide to the Agency the following information: (a) the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business; (b) the nature of the vacancy, including the type of work involved, its location, the hours of work, the commencement date and the likely duration; (c) any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks; (d) the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body; (e) any expenses payable by or to the Applicant; (f) the minimum rate of remuneration, the intervals of payment and any other benefits; (g) the length of notice to which the Applicant would be entitled to receive or be required to give for termination of employment; (h) whether the Client intends to Engage the Applicant otherwise than as an employee on a contract of service; and, (i) whether the vacancy involves working with vulnerable persons, including persons under the age of 18 or persons in need of care or attention by reason of old age, infirmity or any other circumstances.
- 5.3 The Client shall satisfy itself as to the suitability of any Applicant for the vacancy for which the Applicant has been Introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to: (a) take up and verify references relating to the Applicant's qualifications, skills, character and experience; (b) check the validity of the Applicant's qualifications; (c) ensure, where appropriate, that the Applicant is capable of operating any equipment or machinery to the necessary level; (d) obtain the relevant documents from the Applicant to satisfy itself that the Applicant is eligible to work in the UK and, if appropriate, obtain any work or other permits needed by the Applicant; and (e) ensure that the Applicant satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 5.4 The Client shall notify the Agency immediately on the occurrence of the first of the following events: (a) an Applicant accepts an offer of employment from the Client; or (b) the commencement of an Engagement by an Applicant.
- 5.5 By agreeing to Engage or make use of an Applicant in any way, the Client shall be liable for the Introduction Fee.
- 5.6 If the Client effectively Introduces any Applicant to any third party, whether directly or indirectly, including any Affiliate, and that Introduction results in an Engagement of the Applicant by that third party, the Client shall: (a) immediately notify the Engagement to the Agency; and (b) pay to the Agency an Introduction Fee in accordance with condition 4, unless the Engagement occurs more than 12 months after the Introduction of the Applicant to the Client by the Agency or the date of the Applicant's last interview with the Client, whichever is the later.
- 5.7 The Client: (a) confirms that it is not aware of anything which will cause a detriment to the interests of the Applicant or the Client if it Engages that Applicant to fill a vacancy; and, (b) shall inform the Agency immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Applicant or the Client.

6. CONFIDENTIALITY

- 6.1 The Client shall keep in strict confidence: (a) all information relating to any Applicant, which is of a confidential nature and has been disclosed to the Client by the Agency, its employees, agents or consultants; and (b) any confidential information concerning the Agency's business which the Client may obtain. The Client may disclose such information to its personnel as need to know it for the purpose of carrying out its obligations under the Contract and as may be required by law, court order or any governmental or regulatory authority. The Client shall ensure that its personnel to whom it discloses such information comply with this condition 6. The Client shall not use any such information for any purpose other than to perform its obligations under the Contract. This condition 6 shall survive termination of the Contract.

7. DATA PROTECTION

- 7.1 The Client acknowledges that the Agency may from time to time provide the Client with an Applicant's personal data (including sensitive personal data) as defined in the Data Protection Act 1998 (the "**DPA**").
- 7.2 The Client shall comply with any notification requirements under the DPA, and shall duly observe all its obligations under the DPA. Without prejudice to the previous sentence, the Client shall not transfer the Applicant's personal data outside the EEA, and shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Applicant's personal data.
- 7.3 This condition 7 shall survive termination of the Contract.

8. APPLICANT MATERIALS

The Agency may from time to time provide the Client with materials or with access to materials (including but not limited to show reels, pictures, graphics, and computer programs) to demonstrate the Applicant's skills and expertise ("**Applicant Materials**") and, in such circumstances, the Applicant grants the Client a limited, revocable, non-exclusive right to perform, show, play or communicate the Applicant Materials to the Client's personnel and/or its clients for the sole purpose of determining the Applicant's suitability or otherwise for a particular vacancy. The right granted under this condition 8 shall automatically terminate on the earlier of the Client rejecting the Applicant or the Client offering the Applicant an Engagement, or on termination of the Contract. The Agency provides the Applicant Materials on an "as is" basis and gives no warranty and makes no representation in respect of them.

9. WARRANTIES, LIABILITY AND INDEMNITIES

- 9.1 The Client accepts and agrees that the Agency gives no warranty (or undertaking) and makes no representation as to the suitability or eligibility of any Applicant for any vacancy.
- 9.2 The Agency confirms that, in Introducing any Applicant to the Client, it is not aware of anything which will cause any detriment to the interests of that Applicant or the Client if the Client Engages the Applicant to fill a vacancy.
- 9.3 Neither the Agency nor any of its staff will 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: (a) failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which they are required by the Client; (b) any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; (c) any loss, injury, damage, expense or delay incurred or suffered by a Candidate PROVIDED THAT nothing in this condition 9 will be construed as purporting to exclude or restrict liability of the Agency to the Client for personal injury or death resulting from the Agency's negligence nor any statutory liability or any exclusion or limitation which is prohibited by law.
- 9.4 In consideration of the Agency entering into the Contract, the Client undertakes to indemnify the Agency in respect of any and all liability of the Agency for: (a) any loss, injury, expense or delay suffered or incurred by an Applicant, howsoever caused; and (b) any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Applicant, 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.
- 9.5 Except in the cases of death or personal injury caused by the Agency's negligence or its fraud or fraudulent misrepresentation, the liability of the Agency under or in connection

with the Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the Introduction Fee(s) paid or due to be paid by the Client to the Agency under the Contract.

- 9.6 Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this condition 9.6 shall not apply to condition 9.4.
- 9.7 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Agency set out in these Conditions are reasonable and reflected in the Introduction Fee payable to the Agency under these Conditions and will accept risk or insure accordingly.
- 9.8 Each of the parties acknowledges that, in entering into the Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in the Contract, and any conditions, warranties or other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law. Nothing in the Contract excludes liability for fraud.

10. TERMINATION

- 10.1 Without prejudice to the other remedies or rights a party may have, either party may terminate the Contract, at any time, on written notice to the other party if : (a) the other party is in material breach of its obligations under the Contract 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 (b) 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. Termination shall take effect as specified in the notice.
- 10.2 On termination of the Contract, the Client shall pay for all Introduction Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Agency for the performance of the Introduction Services prior to the date of termination.

11. REBATES

- 11.1 If Client has Engaged an Applicant for a temporary position, the Client shall not be entitled to any refund or rebate if either the Applicant or Client terminates the Engagement for any reason.
- 11.2 If the Client has Engaged an Applicant for a permanent position, and if the Applicant terminates or the Client lawfully terminates the Engagement within 10 weeks of the date upon which such Applicant commenced work for the Client and provided that: (a) all moneys due under these Conditions have been paid by the Client in accordance with condition 4; (b) such termination is not as a result of redundancy, injury or ill health or because of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex and/or sexual orientation; (c) such termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Applicant's services or terminating employment either without proper cause or with a view to obtaining a refund unfairly; (d) the Client serves notice on the Agency in writing at its registered office of the termination of the Engagement within 7 days of such termination; and (e) neither the Client nor any of its Affiliates will commence Engagement of the Applicant within 6 months from the date of the termination of the Engagement; then the Client will receive a rebate calculated in accordance with the following's scale of rebates:

Termination of Engagement after:	% Introduction Fee Rebate
1 week	90%
2 weeks	80%
3 weeks	70%
4 weeks	60%
5 weeks	50%
6 weeks	40%
7 weeks	30%
8 weeks	20%
9 weeks	10%
10 weeks	No rebate

- 11.3 If condition 11.2 applies:
- 11.3.1 under no circumstances will the Agency refund any expenses;
- 11.3.2 the Agency will not pay any rebate if the Client fails to adhere to the time limits provided for in condition 11.2;
- 11.3.3 the Agency will not make any rebate in respect of an Engagement where the Applicant was previously Engaged in any capacity by the Client through the Agency; and
- 11.3.4 the Client will repay the rebate in full where it subsequently re-Engages the Candidate in any capacity.

12. GENERAL

- 12.1 The Contract may only be amended in writing signed by duly authorised representatives of the parties.
- 12.2 The Contract shall not constitute or imply any partnership or joint venture.
- 12.3 Any notice to be given under the Contract shall be in writing and shall be sent by first class mail to the relevant party's principal place of business or to such other address as either party may notify to the other party from time to time. A notice shall be deemed to have been received on the second working day after (but not including) the date of posting.
- 12.4 No one other than a party shall have any right to enforce any of its terms.
- 12.5 The Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 12.6 The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

**Animated People Recruitment Limited
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