

Terms of Business

Permanent Recruitment

Client Terms, Commercial Terms and Service Standards

Valoris Group Limited
www.valorisgroup.co.uk

Contents & Commercial Summary

A practical overview of our terms, service standards and commercial structure.

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Placement Guarantee

- Free replacement offered first in all eligible cases.
- **Months 0–3:** if we cannot refill after a genuine opportunity to do so, a 100% refund may apply.
- **Months 3–6:** one replacement search applies.

01 Definitions & interpretation

In these Terms of Business, the following terms have the meanings set out below:

- **Client** – the organisation, business or individual instructing Valoris Group to provide recruitment services.
- **Candidate** – any individual introduced to the Client by Valoris Group in connection with a potential permanent employment opportunity.
- **Introduction** – the provision by Valoris Group to the Client of a Candidate's details (including, without limitation, a CV, profile or other identifying information).
- **Engagement** – the appointment or employment of a Candidate by the Client, whether directly or through a related company, on a permanent basis (including as an employee, worker or contractor).
- **Remuneration** – all amounts payable to a Candidate in connection with their employment, including basic salary, guaranteed and non-guaranteed bonuses, commission, benefits in kind and any other financial or non-financial benefits.
- **Fee** – the amount payable by the Client to Valoris Group for an Engagement, as set out in these Terms or in a written agreement between the parties.

02 Acceptance of terms

These Terms of Business are deemed to be accepted by the Client when any of the following occur:

- The Client instructs Valoris Group to carry out a search or recruitment activity.
- The Client requests details of a Candidate.
- The Client arranges or conducts an interview with a Candidate.
- The Client engages a Candidate.
- The Client continues any recruitment activity after receiving Candidate information from Valoris Group.

Any different terms or conditions will only apply if expressly agreed in writing by a director of Valoris Group.

03 Scope of services and client responsibilities

Valoris Group provides introductions and recruitment services in respect of permanent hiring opportunities.

The Client remains solely responsible for:

- Interviewing and selecting Candidates.
- Verifying references, right to work, qualifications and any other relevant checks.
- Determining the terms and conditions of employment, including salary and benefits.
- Assessing the suitability of a Candidate for the role and their organisation.

Candidate information is provided in confidence and must be used solely for the purpose of recruitment. It must not be disclosed to any third party or used for any other purpose without the prior written consent of Valoris Group.

04 Introductions, ownership and anti-circumvention

4.1 An Introduction remains protected for a period of 12 months from the most recent Introduction or substantive recruitment activity relating to that Candidate, whichever is later.

4.2 If the Client believes a Candidate was already in an active process before the Introduction, the Client must notify Valoris Group within 5 working days and provide dated evidence. Historic database presence or an unsolicited CV alone does not establish prior ownership.

4.3 The Fee is payable if the Candidate is engaged directly or indirectly by the Client, an associated company, or a third party following onward referral or disclosure, whether or not the engagement results from the services provided by Valoris Group.

05 Fees & invoicing

5.1 The standard permanent recruitment fee is 15% of the Candidate's first-year Remuneration unless a different fee or fixed fee is agreed in writing. Variable earnings, including commission, bonus and other incentivised payments, are calculated using reasonably expected first-year earnings at the time of offer.

5.2 The Fee is earned when the Candidate commences employment and Valoris Group may invoice shortly before or on the start date.

5.3 If the Client withdraws an accepted offer, Valoris Group may charge a cancellation fee equal to 50% of the original Fee, with the balance becoming payable if the Candidate later joins the Client (or an associated company) within 12 months of the original offer date.

06 Payment terms and invoice disputes

6.1 Invoices are payable within 14 calendar days of the invoice date unless otherwise agreed in writing. Purchase orders or internal approval processes do not delay payment.

6.2 Any genuine invoice dispute must be raised in writing within 5 working days of the invoice date, with full reasons. Undisputed amounts remain payable on time.

6.3 Valoris Group may charge statutory interest on overdue commercial debts and recover reasonable debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6.4 Valoris Group may suspend recruitment activity, including the provision of further Candidates, while any undisputed invoice remains overdue.

07 Placement guarantee

Our commitment to successful, long-term placements.

A free replacement will always be offered first

If a placement does not work out, Valoris Group will always offer a free replacement in the first instance before any full refund, provided you give us a genuine opportunity to refill the role.

Months 0 – 3	If the placement ends within the first three calendar months from the start date, Valoris Group will first offer one replacement search at no additional recruitment fee; if Valoris Group cannot refill the role after a genuine opportunity to do so, a 100% refund of the recruitment fee actually paid may apply.
Months 3 – 6	If the placement ends after the three-month point but before six calendar months from the start date, Valoris Group will undertake one replacement search for the same or a substantially similar role at no additional recruitment fee; no cash refund applies after month 3.

Conditions

- You must give written notice within 7 calendar days of the employment ending.
- Your invoice must not be overdue and must be undisputed.
- The replacement is for a substantially similar role on materially comparable terms.
- One guarantee cycle applies to each fee.

08 Candidate information, confidentiality and data protection

Keeping information secure and compliant.

- Candidate information is confidential and supplied only for recruitment evaluation and engagement purposes.
- You may share candidate information internally only on a need-to-know basis.
- Both parties must comply with UK GDPR, the Data Protection Act 2018 and other applicable law.
- You must notify Valoris Group promptly of any suspected loss or misuse of candidate information.

09 Non-solicitation of Valoris personnel

Respecting our team and expertise.

If you hire an employee or consultant of Valoris Group who has been materially involved in providing the services to you within 12 months, a fee equal to 25% of the anticipated first-year remuneration is payable, subject to applicable law.

10 Liability

A fair and balanced approach.

- Nothing in these terms excludes liability for death or personal injury caused by negligence, or any other liability that cannot be lawfully excluded.
- Valoris Group is not liable for indirect or consequential loss.
- Our aggregate liability for a particular engagement is capped at the fee paid for that engagement.
- You remain responsible for the Candidate once employed.

11 Indemnity

The Client will indemnify and keep indemnified Valoris Group against all third-party claims, losses and reasonable costs (including legal fees) arising directly from:

(a) the Client's breach of this agreement;
(b) the Client's unlawful hiring or employment decisions;
(c) inaccurate or misleading information supplied by the Client to Valoris Group or to a Candidate; or
(d) the Client's misuse or onward disclosure of Candidate information,

in each case except to the extent caused by Valoris Group's own negligence or unlawful act.

12 Suspension and termination

Either party may end an active recruitment instruction at any time, unless a retained or exclusive search agreement states otherwise.

Valoris Group may suspend or terminate its services immediately where the Client:

(a) materially breaches this agreement;
(b) fails to pay any undisputed sum when due;
(c) acts unlawfully; or
(d) creates a material risk to a Candidate or to Valoris Group.

Termination or suspension does not affect the Client's liability for any fees accrued before termination, nor any introductions made prior to termination.

13 General

- **Notices:** Any notice under this agreement must be in writing and may be given by email or by post to the other party's registered address or other address notified for this purpose.
- **No waiver:** A failure or delay by either party to enforce any right under this agreement does not constitute a waiver of that right, and no single or partial exercise of a right prevents any further exercise of that or any other right.
- **Force majeure:** Neither party shall be liable for any failure or delay in performing its obligations caused by circumstances beyond its reasonable control, including (without limitation) acts of God, natural disasters, pandemic, government action, war, terrorism, industrial disputes or failure of third-party suppliers.
- **Severance:** If any provision of this agreement is found to be invalid, illegal or unenforceable, it shall be deemed severed and the remaining provisions shall continue in full force and effect.
- **Entire agreement:** These Terms, together with any documents explicitly referenced herein, constitute the entire agreement between the parties and supersede all previous discussions, representations or agreements, whether oral or in writing.
- **Third-party rights:** A person who is not a party to this agreement shall have no right to enforce any term of it under the *Contracts (Rights of Third Parties) Act 1999* or otherwise, except as expressly provided by law.

14 Governing law and jurisdiction

This agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to resolve any dispute arising out of or in connection with this agreement, subject always to the parties' good-faith efforts to resolve any dispute commercially in the first instance.

Optional signature

Client acknowledgement

These Terms may be accepted by conduct as set out in the Acceptance section. This page is provided so the Client may also record express written acceptance and any agreed commercial variation.

Client legal name	
Company number (if applicable)	
Name of signatory	
Position	
Signature	
Date	
Agreed variation / reference	

Valoris Group Limited | Permanent Recruitment Terms of Business

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