



Platform Hiring Terms of Business ("Terms") between:

**VEDRA SOLUTIONS LTD**, a company incorporated in England and Wales (company number 716031796) whose registered office is at 71-75 Shelton Street, London, WC2H 9JQ ("Consulting Firm"); and  
**[CLIENT COMPANY NAME]**, a company incorporated in [JURISDICTION] (company number [NUMBER]) whose registered office is at [ADDRESS] ("Customer")

**Effective Date:** dd/mm/yyyy

### **Agreement Signing:**

"Company Name"

VEDRA SOLUTIONS LTD

"Customer":

XXXXXXXX

Signature:

Name: William Ingram

Position: Managing Director

Date:

Signature:

Name:

Position:

Date:

## **Platform Hiring Terms of Business**

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### **Terms of Business for [Your Company Name] Online Hiring Portal**

By accessing or using [Your Company Name]'s online hiring portal (the "Portal"), and/or by requesting to interview candidates listed on the Portal, you (the "Customer") agree to be bound by these Terms of Business, which form a legally binding agreement between you and [Your Company Name]. Please read these terms carefully before proceeding.

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#### **1. Service Overview**

1.1. [Your Company Name] operates an online hiring portal to facilitate the recruitment of job candidates ("Candidates") by employers ("Customers").



1.2. Customers may request interviews with Candidates through the Portal. [Your Company Name] coordinates these requests, facilitates Candidate availability, and supports Customers through the offer process.

1.3. [Your Company Name] provides a comprehensive recruitment facilitation service, which includes:

- Introducing Candidates listed on the Portal to Customers,
- Coordinating and facilitating the interview process between the Customer and the Candidate,
- Supporting the offer and acceptance process to ensure the successful placement of the Candidate, and
- Issuing an invoice upon confirmation of a Candidate's acceptance of an employment offer from the Customer.

1.4. [Your Company Name] acts as a facilitator throughout this process but is not a party to the employment contract between the Customer and the Candidate, and bears no liability for its terms or enforcement.

1.5. Customers are solely responsible for conducting due diligence on Candidates, including background checks, references, and verifying legal eligibility to work.

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## 2. Ownership of Candidates

2.1. Once a Customer requests an interview with a Candidate via the Portal, the ownership of that Candidate is assigned exclusively to [Your Company Name] for a period of 12 months from the date of the request.

2.2. Ownership applies regardless of whether the interview is conducted or facilitated by [Your Company Name].

2.3. If the Customer employs the Candidate within this 12-month period, whether directly, indirectly, or through any other means, the Customer agrees to pay the applicable fee as set forth in Clause 3.

2.4. Customers agree not to bypass [Your Company Name] by approaching or engaging Candidates introduced via the Portal outside of these Terms of Business.

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## 3. Service Fee

3.1. The fee for each successful placement of a Candidate introduced through the Portal is £9,999.

3.2. A successful placement is defined as the signing of a legally binding contract of employment between the Candidate and the Customer, irrespective of the agreed salary or employment terms.

3.3. The fee is non-negotiable and applies to all Candidates introduced through the Portal.

3.4. VAT or other applicable taxes will be charged in addition to the service fee, where required by law.

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## 4. Payment Terms

4.1. An invoice for the service fee will be issued upon confirmation of the Candidate's acceptance of an employment offer made by the Customer, regardless of the Candidate's start date.

4.2. Payment of the invoice is due within 28 calendar days of the invoice date.

4.3. If payment is not received by the due date, [Your Company Name] reserves the right to:

- Suspend the Customer's access to the Portal, and/or
- Charge interest on overdue payments at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998.

4.4. Payment obligations are not contingent on the Candidate's continued employment after the initial engagement.

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## 5. Rebate Clause

5.1. If a Candidate leaves their employment within 13 weeks of their start date for reasons not attributable to:

- Redundancy, restructuring, or other business decisions by the Customer, or
- Breach of employment terms by the Customer,

then the Customer may hire an alternative Candidate from the Portal at no additional cost.

5.2. Eligibility for this rebate is conditional on:

- The Customer paying all invoices in full and on time, and
- Providing written notice to [Your Company Name] within 14 days of the Candidate's departure.

5.3. This clause does not provide a monetary refund and is limited solely to the provision of an alternative Candidate.

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## 6. Binding Terms Upon Request

6.1. By requesting an interview with any Candidate through the Portal, the Customer acknowledges and agrees to these Terms of Business, regardless of whether a separate agreement is signed.

6.2. A record of the request made via the Portal will constitute sufficient evidence of the Customer's acceptance of these Terms.

6.3. These Terms apply to all interactions with Candidates introduced by [Your Company Name], whether initiated through the Portal or otherwise.



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## 7. Candidate Confidentiality

7.1. The Customer acknowledges that all Candidate profiles and related information provided via the Portal are confidential.

7.2. The Customer agrees not to disclose Candidate information to third parties, except where required for legitimate internal hiring decisions.

7.3. Breach of confidentiality will result in immediate termination of access to the Portal and may result in legal action to recover damages.

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## 8. Data Protection and GDPR Compliance

8.1. [Your Company Name] acts as a Data Controller for Candidate information provided through the Portal, while the Customer acts as an Independent Data Controller upon receiving Candidate information.

8.2. Customers agree to process Candidate data solely for recruitment purposes, in compliance with GDPR and applicable laws, and implement necessary measures to protect Candidate data from unauthorized access, loss, or breaches.

8.3. Both parties must cooperate in addressing any data-related inquiries, complaints, or breaches.

8.4. Candidate data must not be retained longer than necessary or used for unrelated purposes.

8.5 Both [Your Company Name] and the Customer agree to indemnify and hold each other harmless from any claims, penalties, or liabilities arising from their respective failure to comply with GDPR or data protection laws.

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## 9. Liability and Indemnity

9.1. [Your Company Name] acts as a facilitator and does not guarantee:

- The suitability, qualifications, or performance of any Candidate,
- The accuracy of information provided by Candidates, or
- The success of any employment arrangement.

9.2. [Your Company Name] shall not be liable for any loss, damage, or expense incurred by the Customer in connection with a Candidate introduced via the Portal.



9.3. The Customer agrees to indemnify and hold harmless [Your Company Name] against claims arising from the use of the Portal or engagement with Candidates.

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## **10. Governing Law and Dispute Resolution**

10.1. These Terms of Business are governed by the laws of England and Wales.

10.2. Any disputes arising under or in connection with these Terms shall be resolved through good faith negotiations. If no resolution is reached, disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

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## **11. Amendments**

11.1. [Your Company Name] reserves the right to amend these Terms of Business at any time.

11.2. Customers will be notified of material changes via email or through the Portal. Continued use of the Portal constitutes acceptance of the revised Terms.

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