

HEROS HOSPITALITY
PERMANENT RECRUITMENT TERMS



These Permanent Recruitment Terms (“Terms”) govern all permanent recruitment, executive search, talent acquisition, placement, and related recruitment services provided by HEROS Recruitment Ltd trading as HEROS Hospitality (“Company”, “HEROS”, “we”, “us”, or “our”) to any client, business, operator, organization, venue, or individual (“Client”).

By instructing HEROS Hospitality to identify, introduce, recruit, recommend, or place candidates, the Client agrees to be bound by these Terms.

1. DEFINITIONS

1.1 “Candidate” means any individual introduced, referred, submitted, recommended, interviewed, or otherwise presented to the Client by HEROS Hospitality.

1.2 “Engagement” means the employment, appointment, hiring, engagement, retention, or use of a Candidate by the Client or any associated company, whether directly or indirectly, including permanent employment, consultancy, freelance engagement, temporary engagement, or contractor arrangements.

1.3 “Placement Fee” means the recruitment fee payable by the Client in accordance with these Terms.

1.4 “Remuneration” includes annual salary, guaranteed bonuses, commissions, allowances, accommodation benefits, signing bonuses, guaranteed overtime, car allowance, and any other taxable or contractual financial benefits.

2. RECRUITMENT SERVICES

2.1 HEROS Hospitality may provide:

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- a. permanent recruitment services;
- b. executive search services;
- c. talent acquisition support;
- d. hospitality recruitment;
- e. management recruitment;
- f. operational recruitment;
- g. concierge and residential recruitment;
- h. hotel and food and beverage recruitment;
- i. consultancy and recruitment advisory services; and
- j. related hiring support services.

2.2 HEROS Hospitality shall use reasonable efforts to identify suitable Candidates based on information provided by the Client.

2.3 HEROS Hospitality does not guarantee the suitability, availability, performance, or continued employment of any Candidate.

3. CLIENT OBLIGATIONS

3.1 The Client shall provide accurate information regarding, job descriptions, duties and responsibilities, reporting structures, salary and benefits, work location, visa or right-to-work requirements, working hours, licensing requirements, and any material conditions relevant to the role.

3.2 The Client shall promptly notify HEROS Hospitality if a Candidate is engaged, an offer is made, employment terms change, the role is withdrawn, or the Client no longer wishes to continue the recruitment process.

3.3 The Client shall comply with all applicable employment, immigration, anti-discrimination, wage, tax, and regulatory laws.

4. INTRODUCTIONS AND OWNERSHIP

4.1 An Introduction shall remain the property of HEROS Hospitality.

4.2 A Placement Fee shall be payable where:

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- a. the Client engages a Candidate introduced by HEROS Hospitality; or
- b. the Candidate is engaged by any associated company, subsidiary, parent company, partner, affiliate, or connected business of the Client.

4.3 A Placement Fee shall remain payable if a Candidate is engaged within twelve (12) months of the most recent Introduction.

4.4 The Client shall not pass Candidate details to third parties without prior written consent from HEROS Hospitality.

5. FEES

5.1 The Client shall pay the Placement Fee specified in the applicable proposal, quotation, rate card, or Booking Confirmation.

5.2 Unless otherwise agreed in writing, the Placement Fee shall be calculated as a percentage of the Candidate's total first-year Remuneration.

5.3 Where the Candidate's Remuneration increases within twelve (12) months of engagement, HEROS Hospitality reserves the right to invoice additional fees proportionate to the increase where the increase formed part of the original hiring negotiations.

5.4 VAT and applicable taxes shall be payable in addition to all fees.

5.5 Recruitment fees become payable immediately upon the Candidate's acceptance of an offer or commencement of engagement, whichever occurs first.

6. PAYMENT TERMS

6.1 Invoices are payable within seven (7) days of the invoice date unless otherwise agreed in writing.

6.2 Late payments may incur statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, recovery costs, legal costs, and suspension of ongoing recruitment services.

6.3 The Client shall not withhold, delay, or offset payment without prior written agreement.

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7. REBATE POLICY

7.1 Subject to Clause 7.2, HEROS Hospitality may provide a replacement search or partial fee rebate where the Candidate resigns voluntarily, or the Candidate's employment is terminated for performance reasons, within the first twelve (12) weeks of employment.

7.2 Any rebate or replacement obligation shall apply only if the invoice has been paid in full, the Client notifies HEROS Hospitality in writing within seven (7) days of termination, the Client has not breached these Terms, and the termination did not result from redundancy, restructuring, workplace misconduct by the Client, discrimination, non-payment of wages, or material changes to the role.

7.3 Any rebate or replacement search shall be provided in accordance with HEROS Hospitality's prevailing rebate policy.

7.4 No rebate shall apply where the Candidate is engaged in a different role or by an associated entity of the Client.

8. CONFIDENTIALITY

8.1 Candidate information is confidential and supplied solely for recruitment purposes.

8.2 The Client shall not disclose Candidate information to third parties, share CVs externally, contact Candidates regarding unrelated opportunities without consent, or use Candidate information for any purpose other than recruitment.

8.3 Both parties shall keep confidential all non-public commercial, operational, financial, and business information.

9. DATA PROTECTION

9.1 Both parties shall comply with applicable data protection legislation including the UK GDPR and the Data Protection Act 2018.

9.2 The Client shall process Candidate data lawfully, securely, and only for legitimate recruitment purposes.

9.3 Candidate information must be deleted or securely destroyed where no longer required.

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10. RIGHT TO WORK AND COMPLIANCE

10.1 The Client shall remain responsible for verifying right to work, immigration compliance, references, qualifications, professional licenses, and suitability for employment.

10.2 HEROS Hospitality may conduct preliminary screening, but the Client remains responsible for final hiring decisions and compliance checks.

11. NON-CIRCUMVENTION

11.1 The Client shall not circumvent HEROS Hospitality by engaging Candidates indirectly through another business, intermediary, consultant, contractor arrangement, or associated entity for the purpose of avoiding recruitment fees.

11.2 If a Candidate introduced by HEROS Hospitality is engaged directly or indirectly within twelve (12) months of Introduction, the Placement Fee shall remain payable.

12. LIABILITY

12.1 HEROS Hospitality shall use reasonable care in selecting and introducing Candidates.

12.2 Except where liability cannot legally be excluded, HEROS Hospitality shall not be liable for Candidate misconduct, poor performance, resignation, loss of profits, indirect or consequential losses, or hiring decisions made by the Client.

12.3 The Client shall be responsible for conducting all final interviews, assessments, and employment checks.

12.4 Nothing in these Terms excludes liability for fraud or liability which cannot legally be excluded.

13. INTELLECTUAL PROPERTY

13.1 All proposals, recruitment materials, search methodologies, databases, branding, operational systems, and related intellectual property remain the property of HEROS Hospitality.

13.2 The Client shall not copy, reproduce, distribute, or commercially exploit HEROS Hospitality materials without prior written consent.

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14. TERMINATION

14.1 Either party may terminate recruitment instructions by written notice.

14.2 Termination shall not affect accrued rights, ongoing payment obligations, or fees arising from Introductions made prior to termination.

14.3 HEROS Hospitality reserves the right to suspend or terminate services where invoices remain unpaid, abusive conduct occurs, unlawful hiring practices are identified, or the Client breaches these Terms.

SIGNATURE

By signing below, both parties confirm they have read, understood and agree to be bound by the terms of this Permanent Recruitment Terms.

Signed (Client): _____

Full Name (Client): [FULL LEGAL NAME]

Date: _____

Signed for and on behalf of Heros Hospitality: _____

Name and Position: [NAME, POSITION]

Date: _____