

BDM Talk Ltd t/as BDM CX

STANDARD TERMS & CONDITIONS

EMPLOYER OF RECORD, RECRUITMENT, OUTSOURCING & BUSINESS SUPPORT SERVICES

V1 effective from 01.05.2026

IMPORTANT NOTICE

These Standard Terms & Conditions (“Terms”) apply to all services supplied by BDM Talk Ltd trading as BDM CX (“BDM CX”).

These Terms shall govern all services provided by BDM CX including recruitment services, Employer of Record services, outsourcing services, staffing services, consultancy services, payroll administration, customer support services and associated business support services.

These Terms shall apply to all services supplied by BDM CX whether arising from:

- quotations;
- proposals;
- statements of work;
- onboarding documents;
- purchase orders;
- email instructions;
- verbal instructions;
- introductions of candidates;
- commencement of services;
- acceptance of services; or
- payment of invoices.

The Client shall be deemed to have accepted these Terms upon the earlier of:

(a) requesting Services from BDM CX; (b) interviewing or engaging any Candidate introduced by BDM CX; (c) permitting any Contractor or worker supplied by BDM CX to commence work; (d) issuing any instruction, purchase order or confirmation; (e) paying any invoice issued by BDM CX; or (f) continuing to use the Services following receipt of these Terms.

No signature shall be required for these Terms to become binding.

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In these Terms, unless the context otherwise requires:

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with BDM CX, including strategic partners, subcontractors, associated entities, Employer of Record providers, payroll providers and white-label service providers engaged in connection with the Services.

“Applicable Law” means all applicable laws, regulations, labour legislation, tax legislation, employment legislation, health and safety requirements, immigration laws, anti-bribery laws, data protection laws and statutory obligations applicable to the Services.

“Assignment” means any period during which a Candidate or Contractor provides services to or for the benefit of the Client.

“Candidate” means any individual introduced, recruited, identified, engaged or supplied directly or indirectly by BDM CX.

“Client” means any person, company, organisation or entity requesting or receiving Services from BDM CX.

“Confidential Information” means all commercial, technical, operational, financial or business information disclosed by either party.

“Contractor” means any individual engaged under Employer of Record services, staffing services, outsourcing services or consultancy arrangements.

“Data Protection Legislation” means all applicable data protection and privacy laws including UK GDPR, EU GDPR, the Data Protection Act 2018 and POPIA where applicable.

“EOR Partner” means any approved third-party Employer of Record provider, payroll provider or affiliated entity engaged by BDM CX.

“Employer of Record Services” or “EOR Services” means employment administration, payroll administration, onboarding, HR administration, statutory compliance and associated workforce management services.

“Engagement” means the engagement, employment, placement, appointment, retention or provision of any Candidate or Contractor introduced or supplied by BDM CX whether directly or indirectly.

“Introduction” means:

(a) the provision of Candidate details or CVs; (b) the arrangement of an interview; (c) the referral or recommendation of a Candidate; (d) the supply of any Contractor or worker; or (e) the disclosure of Candidate information.

“Introduction Fee” means any recruitment fee, placement fee, conversion fee, transfer fee or associated fee payable by the Client.

“Recruitment Services” means candidate sourcing, screening, recruitment, onboarding assistance and related hiring services.

“Services” means collectively the EOR Services, Recruitment Services, outsourcing services, staffing services, consultancy services and any related or ancillary services supplied by BDM CX.

“Sub-Processor” means any third-party provider engaged by BDM CX for processing personal data in connection with the Services.

2. APPLICATION OF THESE TERMS

2.1 These Terms shall apply to all Services supplied by BDM CX unless expressly varied in writing by a Director of BDM CX.

2.2 Any terms proposed by the Client are expressly excluded unless agreed in writing by BDM CX.

2.3 In the event of conflict between these Terms and any Client purchase order or Client terms, these Terms shall prevail.

2.4 No variation or amendment shall be binding unless confirmed in writing by BDM CX.

3. SERVICES

3.1 BDM CX may provide Services directly or through Affiliates, EOR Partners, subcontractors or strategic partners.

3.2 BDM CX reserves the right to vary operational delivery models, employing entities, staffing structures or service locations where reasonably required.

3.3 BDM CX shall exercise reasonable skill and care in the performance of the Services.

3.4 BDM CX does not guarantee:

- Candidate performance;
- uninterrupted service availability;
- workforce retention;
- business outcomes;
- revenue generation;
- profitability;
- operational continuity.

3.5 BDM CX may decline to provide Services where it reasonably believes that:

(a) the Client may breach Applicable Law; (b) reputational risk may arise; (c) payment risk exists; or (d) the requested Services fall outside operational capability.

4. RECRUITMENT & INTRODUCTION SERVICES

4.1 An Introduction Fee shall become payable immediately upon:

(a) the Engagement of a Candidate by the Client; (b) the Engagement of a Candidate by any associated company, subsidiary or connected party of the Client; (c) a Contractor transferring onto the Client payroll; (d) the direct or indirect engagement of a Candidate introduced by BDM CX within twelve (12) months of Introduction.

4.2 The Client shall notify BDM CX immediately upon any offer of employment or Engagement being made.

4.3 Introduction Fees shall be calculated using the Candidate's total anticipated annual remuneration package including:

- salary;
- guaranteed bonuses;
- commissions;
- allowances;
- guaranteed overtime;
- benefits;
- car allowances; and
- any guaranteed remuneration.

4.4 Where remuneration is unclear, BDM CX may reasonably estimate the remuneration package.

4.5 The Client shall not circumvent BDM CX by engaging Candidates through third parties, subsidiaries, associated businesses or alternative arrangements.

4.6 If a Candidate introduced by BDM CX is engaged in a materially different role within twelve (12) months of Introduction, an Introduction Fee shall still apply.

5. EMPLOYER OF RECORD SERVICES

5.1 BDM CX may provide EOR Services directly or through approved EOR Partners.

5.2 The legal employer of Contractors may be:

- BDM CX;
- an Affiliate;
- a local employing entity; or
- an approved EOR Partner.

5.3 The Client acknowledges that the employing entity may vary depending upon jurisdiction and operational requirements.

5.4 BDM CX or its EOR Partner may administer:

- payroll;
- onboarding;
- employment contracts;
- statutory deductions;
- pension administration;
- HR administration;
- disciplinary support;
- statutory compliance;
- immigration support.

5.5 Nothing in these Terms creates an employment relationship between the Client and any Contractor unless expressly agreed in writing.

5.6 The Client shall remain responsible for:

- day-to-day management;
- operational supervision;
- workplace conduct;
- systems access;
- training;
- health and safety compliance;
- approval of leave and overtime.

5.7 The Client shall not terminate or suspend any Contractor without prior consultation with BDM CX.

5.8 BDM CX reserves the right to remove or replace any Contractor where reasonably necessary.

6. CLIENT RESPONSIBILITIES

6.1 The Client shall:

(a) provide accurate and lawful instructions; (b) comply with Applicable Law; (c) maintain a safe working environment; (d) provide appropriate systems, access and equipment; (e) not engage in discriminatory, unlawful or abusive conduct.

6.2 The Client warrants that all information supplied to BDM CX is accurate and lawful.

6.3 The Client shall indemnify BDM CX against claims arising from:

- operational management decisions;
- workplace conduct;
- discrimination claims;
- harassment claims;
- health and safety matters;
- operational direction issued by the Client;
- breaches of Applicable Law by the Client.

7. NON-CIRCUMVENTION & RESTRICTION

7.1 The Client shall not directly or indirectly:

- solicit;
- employ;
- engage;
- transfer;
- contract with; or
- otherwise utilise

any Candidate, Contractor, EOR Partner, subcontractor or associated provider introduced by BDM CX outside the agreed contractual framework without prior written consent.

7.2 This restriction shall apply during the provision of Services and for twelve (12) months following termination.

7.3 Where the Client breaches this clause, BDM CX reserves the right to charge:

(a) a transfer fee equal to 25% of annual remuneration; or (b) twelve (12) months management fees,

whichever is higher.

8. CONFIDENTIALITY

8.1 Each party shall maintain the confidentiality of all Confidential Information.

8.2 Candidate details, pricing models, operational methodologies, service structures and commercial information supplied by BDM CX are strictly confidential.

8.3 The Client shall not disclose Candidate details to third parties without prior written consent.

8.4 Confidentiality obligations shall survive termination for three (3) years.

9. DATA PROTECTION & GDPR

9.1 BDM CX shall comply with all applicable Data Protection Legislation.

9.2 The Client acknowledges and agrees that BDM CX may engage Affiliates, EOR Partners and Sub-Processors.

9.3 The Client expressly authorises BDM CX to transfer Personal Data internationally where reasonably necessary for the provision of the Services.

9.4 BDM CX shall implement reasonable technical and organisational security measures.

9.5 The Client warrants that it has lawful authority to share all Personal Data supplied to BDM CX.

9.6 BDM CX may act as Controller, Processor, Responsible Party or Operator depending on the nature of the Services.

10. WARRANTIES & LIMITATION OF LIABILITY

10.1 BDM CX shall exercise reasonable skill and care in the provision of the Services.

10.2 BDM CX does not warrant or guarantee that any Candidate or Contractor will remain engaged, employed or available for any minimum period of time.

10.3 BDM CX shall not be liable for:

- Candidate misconduct;
- resignation;
- absenteeism;
- illness;
- poor performance;
- workforce attrition;
- indirect or consequential loss;
- loss of profit;
- loss of business;
- reputational damage;
- loss of anticipated savings.

10.4 Where Services are provided through an EOR Partner or third-party provider, BDM CX shall not be liable for indirect acts or omissions of such providers except where arising from BDM CX's fraud or wilful misconduct.

10.5 BDM CX's aggregate liability under these Terms shall not exceed the total fees paid by the Client during the preceding twelve (12) months.

11. INSURANCE

11.1 Each party shall maintain appropriate insurance relevant to its obligations.

12. FEES & PAYMENT TERMS

12.1 The Client shall pay all:

- recruitment fees;
- payroll costs;
- Employer of Record fees;
- statutory costs;
- onboarding costs;
- management fees;
- approved expenses;
- visa costs;
- equipment costs;
- office accommodation costs;
- termination costs.

12.2 BDM CX may invoice directly or through Affiliates or associated entities.

12.3 Unless otherwise agreed in writing, invoices are payable within fourteen (14) days.

12.4 All sums are exclusive of VAT and applicable taxes.

12.5 All invoices shall be payable without deduction, withholding, set-off or counterclaim.

12.6 Late payments may result in:

- suspension of Services;
- delayed onboarding;
- withholding of Candidates;
- termination rights;
- interest charges.

12.7 Interest may be charged on overdue amounts at 4% above the Bank of England base rate accruing daily.

12.8 The Client shall reimburse all reasonable legal costs, recovery costs and collection costs incurred in recovering overdue sums.

13. REBATE & REPLACEMENT POLICY

13.1 Subject to Clause 13.2, the Client may be entitled to a partial refund of the Introduction Fee where an Engagement terminates within the applicable rebate period.

13.2 Any rebate entitlement shall only apply where:

(a) all invoices have been paid within fourteen (14) days; (b) the Client notifies BDM CX within seven (7) days of termination; (c) the termination does not arise from redundancy, restructuring, reduction in work, business closure, relocation, insolvency or changes to the role; (d) the Client has complied fully with these Terms.

13.3 The following rebate schedule shall apply:

Week in which the Engagement Terminates	Percentage of Introduction Fee Refunded
Weeks 1–3	100%
Weeks 4–5	75%
Week 6	70%
Week 7	60%
Week 8	50%
Week 9	40%
Week 10	30%
Week 11	20%
Week 12	10%
Week 13 onwards	0%

13.4 BDM CX reserves the right to provide a replacement Candidate or Contractor instead of any rebate.

13.5 Payroll costs, onboarding costs, advertising costs, visa costs, statutory costs, management fees and third-party costs are non-refundable.

14. TERM & TERMINATION

14.1 Services shall continue until terminated in accordance with these Terms.

14.2 Either party may terminate Services upon thirty (30) days written notice.

14.3 BDM CX may terminate immediately where:

- invoices remain unpaid;
- material breach occurs;
- insolvency occurs;
- unlawful activity is suspected.

14.4 Termination shall not affect accrued rights.

14.5 Upon termination the Client shall immediately pay all outstanding:

- invoices;
- payroll liabilities;
- statutory liabilities;
- accrued costs;
- notice obligations;
- termination charges.

14.6 Upon termination the Client shall not directly or indirectly engage, employ or transfer any Candidate or Contractor supplied by BDM CX outside the agreed arrangements without prior written consent and payment of any applicable transfer fees.

15. FORCE MAJEURE

15.1 Neither party shall be liable for delays or failures caused by events beyond reasonable control including:

- acts of God;
 - pandemics;
 - cyber incidents;
 - labour disputes;
 - strikes;
 - war;
 - terrorism;
 - civil unrest;
 - telecommunications failures;
 - governmental restrictions.
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16. INTELLECTUAL PROPERTY

16.1 All intellectual property rights belonging to BDM CX including methodologies, systems, operational models, training materials, software, templates and processes shall remain the property of BDM CX.

17. GENERAL PROVISIONS

17.1 These Terms constitute the entire agreement between the parties.

17.2 If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.3 No failure or delay by BDM CX in exercising any right shall constitute a waiver.

17.4 BDM CX may assign, subcontract, novate or transfer any rights or obligations to any Affiliate, associated entity or successor business.

17.5 Nothing in these Terms creates any partnership, joint venture or agency relationship.

17.6 Clauses relating to confidentiality, payment obligations, restrictions, liability, data protection and indemnities shall survive termination.

17.7 These Terms shall be governed by the laws of England and Wales.

17.8 The courts of England and Wales shall have exclusive jurisdiction.

17. STANDARD COMMERCIAL TERMS

Unless otherwise agreed in writing:

Service	Commercial Structure
Recruitment Fee – Marketing Led	15% of annual remuneration
Recruitment Fee – Executive Search / Headhunt	25% of annual remuneration
EOR Management Fee	£300 per worker per month
Statutory Administration Fee	3.48%
Payment Terms	14 Days
Security Deposit	One month payroll liability
Office Accommodation	£200 per desk per month
Equipment	Charged at cost

18. ANNUAL PRICE REVIEW

BDM CX reserves the right to review and increase fees annually in line with:

- the Consumer Prices Index (CPI); and
- up to an additional 3%

where reasonably required due to increases in employment costs, taxation, National Insurance, pension costs, operational costs, exchange rate movements or wider business circumstances.

19. These Terms and any dispute, claim or matter arising out of or in connection with them (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms, the Services, or any associated commercial relationship between the Parties.

CONTACT DETAILS

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