

VERSION 1.0 · EFFECTIVE 20 AUGUST 2026

# Client Terms of Business

These Client Terms of Business ("Terms") govern the provision of recruitment and candidate introduction services by UHNWI Chef ("the Agency") to a client ("the Client").

## 01 Definitions

**Agency:** UHNWI Chef.

**Client:** Any individual, family office, household, company, yacht owner, yacht management company, estate, villa operator, or other entity requesting candidate introductions.

**Candidate:** Any chef or hospitality professional introduced by the Agency.

**Introduction:** Any communication by the Agency that identifies a Candidate to the Client, whether by CV, profile, email, telephone, interview arrangement, or otherwise.

**Engagement:** Employment, consultancy, freelance work, temporary assignment, seasonal contract, yacht contract, or any other arrangement under which a Candidate provides services to the Client.

## 02 Acceptance of Terms

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

- Signing or otherwise expressly accepting these Terms;
- Requesting candidate introductions;
- Receiving candidate information from the Agency; or
- Interviewing a Candidate introduced by the Agency.

## 03 Recruitment and Introduction Fees

A recruitment or introduction fee is payable where a Candidate introduced by the Agency is subsequently engaged by the Client, whether directly or through a third party or related entity.

The applicable fee and any assignment-specific commercial terms will be confirmed to the Client in writing for the relevant search or engagement.

For fixed-term, seasonal, temporary, freelance, yacht or project-based engagements, the applicable commercial terms will be confirmed in writing before or at the time of engagement.

## 04 Payment Terms

Invoices are payable in accordance with the payment terms stated on the relevant invoice or engagement confirmation.

The Agency reserves the right to charge statutory interest and recovery costs where applicable.

## **05 Candidate Introduction Protection**

Where a Candidate introduced by the Agency is engaged by the Client, directly or indirectly, within 12 months of the initial Introduction, the applicable introduction or recruitment fee remains payable.

This applies where the engagement is arranged through the Client, a family member, associated company, yacht management company, intermediary, or other third party connected with the Client.

## **06 Non-Circumvention**

The Client agrees not to use candidate information supplied by the Agency for the purpose of avoiding the Agency's recruitment or introduction fee.

The Client must not deliberately circumvent the Agency by arranging an engagement with an introduced Candidate outside the formal recruitment process where the purpose or effect is to avoid the applicable fee.

Any engagement arising from such conduct remains subject to the applicable Agency fee.

## **07 Confidentiality and Candidate Information**

Candidate information supplied by the Agency is confidential and must be used solely for legitimate recruitment and assessment purposes.

The Client must not distribute CVs, profiles, contact details or other Candidate information to third parties without appropriate permission from the Agency or Candidate.

The Client is responsible for maintaining the confidentiality and security of Candidate information received from the Agency.

## **08 Interviews and Client Due Diligence**

The Agency may coordinate interviews and facilitate communication between the Client and Candidate where reasonably requested.

The Client remains responsible for determining the Candidate's suitability and for conducting appropriate checks before Engagement, including qualifications, references, immigration status, right to work, identity, security and any other checks appropriate to the role.

## **09 Replacement Policy**

Where a Candidate leaves an Engagement within 30 calendar days of commencement, the Agency will make reasonable efforts to source a suitable replacement, subject to the terms and exclusions applicable to the relevant Engagement.

A replacement is not guaranteed and no cash refund is provided unless expressly agreed in writing.

The replacement policy does not apply where the departure results from matters including redundancy, material role changes, misconduct by the Client, non-payment, unsafe working conditions or material breach of contract by the Client.

## **10 Agency Role and Liability**

UHNWI Chef acts as a recruitment and candidate introduction agency. The Agency does not employ the Candidate unless expressly stated otherwise.

The Agency does not warrant or guarantee Candidate performance, suitability, conduct or future availability. The Client is responsible for carrying out its own assessment and verification before Engagement.

Subject to any rights or liabilities that cannot lawfully be excluded or limited, the Agency's liability shall be limited to the applicable recruitment or introduction fee paid by the Client in relation to the relevant Engagement.

#### 11 Data Protection

The Agency and Client shall comply with applicable UK data protection legislation, including the UK GDPR and the Data Protection Act 2018, where applicable.

Candidate information must only be processed for legitimate recruitment and related purposes and must be handled securely.

The Agency's Privacy Policy provides further information about how personal information is processed.

#### 12 No Employment Relationship

Unless expressly agreed otherwise in writing, UHNWI Chef is not the employer of an introduced Candidate.

The Client is responsible for the terms of any Engagement entered into with a Candidate, including remuneration, working arrangements, immigration and right-to-work requirements, taxation, insurance and applicable employment or contractual obligations.

#### 13 Changes to These Terms

The Agency may update these Terms from time to time. The version applicable to a particular Engagement will be the version accepted by the Client or otherwise incorporated into the relevant engagement at the time the relevant recruitment service is commenced.

Where a material change affects an ongoing client relationship, the Agency will provide appropriate notice where required.

#### 14 Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

Subject to any mandatory rights or jurisdictional requirements that apply to the Client, the courts of England and Wales shall have jurisdiction over disputes arising from these Terms.

#### IMPORTANT

These Terms set out the general framework for UHNWI Chef's recruitment and candidate introduction services. Assignment-specific fees and commercial arrangements are confirmed separately in writing.