

# TERMS AND CONDITIONS

Last updated: July 2025

## Welcome to Pint & Pour Recruitment Ltd!

The following terms and conditions of business apply to the services offered by Pint & Pour Recruitment Ltd. By using our services as a Client, you agree to be bound by these terms and conditions and our privacy policy.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR OBTAINING ANY INFORMATION OR SERVICES FROM PINT & POUR RECRUITMENT LTD.

## 1. DEFINITIONS

For the purposes of these Terms and Conditions, the terms listed below shall have the following meanings:

**Pint & Pour Recruitment or the Agency:** Pint & Pour Recruitment Ltd, a limited company registered in the United Kingdom, acting as an intermediary in the selection and permanent placement of personnel in the hospitality sector.

**Client:** Any legal entity, establishment or authorised representative that contracts the services of the Agency to fill permanent job vacancies in the United Kingdom.

**Candidate:** An individual who registers, applies or is referred by the Agency as a potential employee of a Client for a permanent position in the hospitality industry.

**Website:** Online portal managed by the Agency, through which the services, forms and digital communications are accessed.

**Placement:** Effective hiring of a Candidate by a Client after their presentation by the Agency, either directly or indirectly.

**Presentation:** The act by which the Agency communicates to the Client the identity or relevant information of a Candidate, by any means.

**Placement fee:** The amount that the Client must pay to the Agency in consideration for the placement of a Candidate, as set out in these Terms and Conditions.

**Start date:** The first day on which the Candidate officially begins working for the Client.

## 2. ACCEPTANCE OF TERMS

By accessing, registering or using the services offered by Pint & Pour Recruitment, the Client expressly acknowledges and agrees that they have read, understood and agreed to be legally bound by these Terms and Conditions. This acceptance extends to all personnel search, selection and placement services provided by Pint & Pour Recruitment Ltd, whether through its website,

by email, telephone, or through any other form of direct communication between the Agency and the Client.

Continued use of Pint & Pour Recruitment's services implies full and unconditional acceptance of these terms, including any additional documents, policies or conditions that may be incorporated by reference or updates. If the Client is acting on behalf of a company, entity or organisation, they declare and warrant that they have sufficient authority to legally bind it to comply with these terms.

If you do not agree with any part of the content set out herein, you must refrain from using the services or entering into any contractual relationship with the Agency. Pint & Pour Recruitment reserves the right to modify these Terms and Conditions at any time. Modifications will be communicated to the Client by reasonable means and will be effective from the date indicated in such notification. Continued use of the services after the publication of the changes shall be deemed to constitute tacit acceptance of the same. The Client is therefore advised to review this document periodically to remain informed of their contractual rights and obligations.

### **3. REGISTRATION AND USER ACCOUNT ON THE WEBSITE**

To access certain features of the Pint & Pour Recruitment website, users may have the option or be required to create an account. The registration process may include the provision of personal data, such as full name, email address, telephone number, and other relevant information depending on the user's profile, whether they are a Client or a Candidate. By completing the registration process, the user declares that all information provided is true, up to date and complete, and undertakes to keep it updated at all times while their account is active.

Each account is personal and non-transferable. The user is solely responsible for maintaining the confidentiality of their login credentials, as well as for all activities carried out from their account, whether with or without their consent. Pint & Pour Recruitment is not responsible for unauthorised access resulting from the misuse, negligence or insecurity of the access credentials by the user. If the user detects unauthorised use of their account or a security breach, they must notify the Agency immediately.

The Agency reserves the right to suspend, restrict or delete any user account, without prior notice, if it detects fraudulent or abusive use or use contrary to these Terms and Conditions, or if it considers that the account has been used for purposes incompatible with the legitimate interests of Pint & Pour Recruitment or with current legislation. Access to the services through the website may be subject to verification, validation or approval by the Agency, and does not imply in any case the guarantee of a continuing business relationship or the obligation to provide a specific service.

### **4. SCOPE OF SERVICE**

Pint & Pour Recruitment provides recruitment services exclusively for permanent positions in the hospitality industry throughout the United Kingdom. The agency specialises in sourcing,

assessing and presenting qualified candidates for long-term employment in licensed establishments such as pubs, restaurants, hotels and event venues. The scope of services offered is strictly limited to permanent placement; the agency does not engage in or offer any form of temporary staffing, freelance work, fixed-term contracts, zero-hour agreements, umbrella company services or payroll outsourcing.

All recruitment activities carried out by Pint & Pour Recruitment focus on identifying and presenting individuals seeking stable and continuous employment in companies within the hospitality industry. The agency facilitates the connection between candidates and clients through a structured process that includes reviewing requests and CVs submitted, verifying eligibility to work, assessing experience and suitability for specific positions, and coordinating interviews between the parties. The final decision to hire rests solely with the client, and Pint & Pour Recruitment does not directly hire candidates at any stage of the process.

By engaging the agency's services, you acknowledge and agree that all submissions and placements made are for the sole purpose of permanent employment. No requests or expectations for services that fall outside the scope described herein will be accepted, and the agency will not be responsible for providing solutions that exceed the scope of permanent employment.

## **5. COMMUNICATIONS AND NEWSLETTER**

By providing their contact details, the Client accepts and authorises Pint & Pour Recruitment to send communications by email, including operational information related to services, updates on selection processes and promotional or marketing content linked to the Agency's activity. These communications may be sent periodically and tailored to the Client's profile. The Client may unsubscribe from marketing communications at any time by using the unsubscribe links included in the messages or by contacting the Agency directly. Unsubscribing will not affect the sending of communications necessary for the provision of services or contract management.

## **6. FEE STRUCTURE**

Pint & Pour Recruitment's fee structure is established according to the level of the position for which the placement is made, and is calculated as a percentage of the gross annual base salary agreed between the Client and the Candidate. In cases where the position is paid on an hourly basis, the fee will be determined by multiplying the agreed hourly rate by the total number of hours contracted annually. Under no circumstances will tips, bonuses, incentives, benefits in kind or commissions be included in the calculation of the base fee for billing purposes.

The applicable standard fees are as follows:

- For entry-level positions (e.g. front-of-house staff, bar staff, kitchen assistants): between 14% and 17%
- For mid-level positions (e.g., sous chefs, supervisors): 18.5%
- For senior positions (e.g., head chefs, general managers): 25%
- Discounted rate: 14% fixed

The discounted rate may be applied, at the Agency's sole discretion, in specific situations such as multiple hires, requests for personnel for several positions or first collaborations with new Clients. The application of any reduced rate will be confirmed in writing by the Agency before the corresponding invoice is issued and does not imply any modification of the general conditions for future hires, unless expressly agreed.

The agreed rate shall apply once the Candidate has accepted a job offer and a start date has been set. Any variation in the remuneration agreed between the Client and the Candidate after such acceptance shall not alter the basis on which the rate was initially calculated, unless otherwise agreed in writing.

## **7. CALCULATION OF THE FEE**

The placement fee charged by Pint & Pour Recruitment will be calculated as a percentage of the gross annual salary agreed between the Client and the Candidate at the time of formalising the job offer. In cases where the Candidate is hired on an hourly rate basis, without a fixed annual salary, the Agency's fees shall be calculated on the basis of the agreed hourly rate multiplied by the number of hours contracted per year. The result of this operation shall be considered, for all purposes, as the Candidate's gross annual salary and shall constitute the basis for calculating the corresponding fees.

Where the total number of hours contracted per year has not been expressly specified in writing, the Agency reserves the right to estimate this value at one thousand nine hundred and fifty (1950) hours per year for the purposes of calculation. This estimate shall apply automatically in the absence of other formally documented information, and shall be deemed accepted by the Client unless otherwise indicated in an unequivocal manner prior to the issuance of the invoice.

The calculation of the fee expressly excludes any additional remuneration components that are not part of the base salary, such as bonuses, incentives, tips, commissions, non-monetary benefits or other variable payments. The fee shall be considered firm and applicable at the time the Candidate accepts the job offer and a start date has been set, regardless of any subsequent changes agreed between the Client and the Candidate, unless expressly agreed in writing with the Agency.

## **8. INVOICING AND PAYMENT**

Pint & Pour Recruitment will issue the corresponding invoice for the placement services on the confirmed start date of the Candidate, understood as the first day on which the Candidate officially begins to perform their duties for the Client. The amount invoiced will be calculated in accordance with the structure and method of calculation set out in these terms and conditions, and will be considered fully payable from the moment of issue.

The Client shall pay each invoice in full within a maximum period of thirty (30) calendar days from the date of issue, without deductions, offsets or withholdings of any kind, unless expressly agreed in writing with the Agency. Failure to meet the payment deadline shall result, without prior notice, in the automatic application of interest for late payment and administrative

recovery costs in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998. Interest on late payments shall be calculated on the total amount outstanding, applying the legal rate established by the aforementioned legislation plus an additional margin, and shall be added to the balance until it is paid in full.

The Agency reserves the right to suspend any service, cancel future collaborations or take appropriate legal action in the event of repeated or substantial breach of payment obligations by the Client. The Client shall be liable for all costs arising from the management and recovery of any unpaid sums, including, but not limited to, legal costs, collection agency fees or court fees.

## **9. GUARANTEE AND REFUND**

Pint & Pour Recruitment offers a limited guarantee of ninety (90) days from the start date of the placed Candidate. This guarantee is intended to provide peace of mind to the Client in the event that the employment relationship is not maintained during that period.

If the Candidate voluntarily leaves the position or is dismissed by the Client within the first ninety (90) calendar days of joining, the Agency undertakes to offer, within a reasonable period of time and at no additional cost, a single suitable replacement for the same position and conditions.

In circumstances where a replacement is not possible, or where the Agency considers that it is not appropriate to continue with the replacement process, and always at its sole discretion, a partial refund of the fees paid may be offered. The decision on whether to make a replacement or a refund, as well as the amount of the latter, shall be subject to a reasoned assessment by the Agency, taking into account the circumstances of the case.

The application of this guarantee is conditional upon the Client's full compliance with the following conditions:

- That the corresponding invoice has been paid in full within the agreed period.
- The Client has not substantially modified the conditions of the original position offered to the Candidate.
- The Client informs the Agency in writing of the Candidate's termination within a maximum of five (5) working days of their departure.
- The Client cooperates reasonably and actively with the Agency to facilitate the replacement process, where applicable.

The guarantee shall not apply in cases where the Candidate's departure is due to unfair dismissal, significant changes in the working conditions initially offered, non-payment within the established period or any other circumstance attributable to the Client that has affected the continuity of employment. This guarantee is strictly limited to a single replacement or refund for each initial placement made and does not give rise to any additional rights or extensions of the coverage period.

## **10. NON-SOLICITATION**

The Client undertakes not to circumvent, directly or indirectly, the intermediation of Pint & Pour Recruitment in order to hire a Candidate presented by the Agency without prior written agreement. The presentation of a Candidate shall be deemed to have been made at the moment when the Agency shares with the Client any information that allows the Candidate to be identified, whether by sending a CV, personal data, references, arranged interviews, or any other means that reveals their identity.

If the Client hires, employs or in any way engages the services of a Candidate presented by the Agency within twelve (12) months of the date of the initial presentation, the Client shall be obliged to pay the full placement fee, regardless of the position, conditions of employment or the means by which the recruitment was finalised. This obligation shall remain in force even if the Candidate is hired for a position other than that initially contemplated, or if the hiring is carried out through a third party, subsidiary, associated company, intermediary, alternative recruitment agency or any other indirect channel.

Any action by the Client that has the purpose or effect of avoiding the application of the fees established for the placement services shall be considered a serious breach. In such cases, the Agency reserves the right to claim the total amount of the applicable fee, without prejudice to any other legal actions that may be appropriate to protect its commercial interests.

## **11. OBLIGATIONS OF THE CLIENT**

The Client acknowledges that in order for Pint & Pour Recruitment to provide its services effectively, professionally and in accordance with established standards, adequate cooperation and the provision of clear, accurate and timely information is essential.

Accordingly, the Client undertakes to comply with the following obligations throughout the selection and placement process:

- Provide the Agency with a detailed, accurate and up-to-date description of the job, including duties, responsibilities, hierarchical level, working hours, minimum requirements, salary offered and any other aspect relevant to the assessment of the suitability of the Candidates.
- Notify the Agency of any substantial changes in the conditions of the position once the search process has begun, including but not limited to changes in the desired profile, hiring conditions, schedule or location.
- Notify the Agency in writing immediately and no later than 48 hours after a Candidate accepts an offer, providing the effective start date, the position to be filled and any information relevant for billing purposes.
- Confirm without delay any interviews agreed with Candidates presented by the Agency and, where applicable, give sufficient notice of any cancellation or rescheduling.
- Provide honest and timely feedback on the Candidates presented, whether they have been rejected or considered for future stages of the process, with the aim of refining the search and improving the effectiveness of the selection process.

- Act in good faith throughout the process, refraining from contacting Candidates directly in order to bypass the Agency's intermediation or alter the agreed conditions without the Agency's knowledge.
- Comply with payment obligations within the established deadlines, and refrain from making the Candidate's remuneration or any other contractual aspect conditional on circumstances not previously communicated.
- Treat all information provided by the Agency about Candidates as confidential and use it exclusively for evaluation purposes in relation to the corresponding vacancy, without sharing it with third parties without express consent.
- Ensure that the selection and recruitment process is conducted in a professional, respectful and non-discriminatory manner, in compliance with applicable labour and equality laws.

Failure to comply with any of these obligations may exempt the Agency from any liability associated with the quality of the service provided, void any guarantees offered and even give rise to claims for damages if it is proven that there has been a substantial breach of these terms.

## **12. SUITABILITY OF THE CANDIDATE**

Pint & Pour Recruitment will take reasonable and proportionate steps to verify the suitability of Candidates prior to their presentation to the Client. These measures may include, as appropriate, reviewing the CV, assessing the professional experience declared, verifying legal eligibility to work in the United Kingdom and, where appropriate or requested, obtaining relevant employment references provided by the Candidate. However, the scope of such checks will depend on the information available, the Candidate's consent to contact third parties and the specific requirements of the position offered.

The Agency acts as an intermediary in the selection process, facilitating the connection between Candidates and Clients, but does not guarantee the absolute accuracy of all information provided by Candidates nor does it carry out exhaustive checks on criminal records, health, academic training or professional qualifications unless expressly agreed in writing with the Client. The verification of such details, when considered critical for the position offered, shall be the sole responsibility of the Client.

Consequently, the final decision on hiring, as well as the assessment of the Candidate's suitability based on their technical skills, personal qualities, compliance with internal or regulatory requirements and fit with the organisation's culture, rests solely and exclusively with the Client. The Agency shall not be liable for any loss, damage or consequences arising from hiring decisions based on information that is incomplete, inaccurate or not additionally verified by the Client. It is expressly recommended that the Client carry out its own internal evaluation and verification processes before formalising any employment relationship.

## **13. CONFIDENTIALITY**

Pint & Pour Recruitment and the Client agree to maintain the strictest confidentiality regarding all information exchanged during the provision of services, including, but not limited to, the personal, professional and contact details of Candidates, as well as any information relating to commercial conditions, pricing structures, specific agreements, recruitment strategies, internal processes and any other data that may reasonably be considered confidential due to its nature or context.

The Client undertakes to use the Candidates' information solely for the purpose of assessing their suitability for the positions offered and shall refrain from disclosing, sharing, transferring or allowing access to such information to third parties without the prior written consent of the Agency. This obligation includes, among others, other recruitment agencies, associated companies, subsidiaries, consultants or employees who are not directly involved in the selection process.

Similarly, Pint & Pour Recruitment undertakes to treat as confidential all information received from the Client in relation to its business, including job specifications, internal policies, staffing structures, financial data or any other confidential content to which it has access during the provision of its services.

The confidentiality obligations set forth herein shall remain in force during the term of the contractual relationship between the parties and shall continue to apply for a period of two (2) years after its termination, unless applicable law requires a different period or the information in question has become public knowledge without violation of this clause.

Breach of this obligation by either party may give rise to liability for damages caused, without prejudice to the right to take the necessary legal measures to protect the interests concerned.

#### **14. LIMITATION OF LIABILITY**

Pint & Pour Recruitment acts as an intermediary between Candidates and Clients in selection and placement processes for permanent positions within the hospitality sector in the United Kingdom. The Agency is not a party to the contractual relationship ultimately established between the Client and the Candidate, nor does it guarantee the effective conclusion of an employment agreement between the parties, or the duration, quality, performance or continued suitability of the Candidate once they have been appointed to the position. Consequently, the Agency shall not be liable to the Client or to any third party for any acts, omissions, negligence, professional conduct, work performance, breach of contract or any other event attributable to the Candidate after they have joined the Client's business, regardless of the nature of the contractual relationship established between them.

The Agency shall make reasonable and diligent efforts to verify the information provided by the Candidates and to assess their suitability according to the criteria indicated by the Client; however, it does not guarantee the absolute accuracy of such information, nor does it carry out exhaustive criminal, health, academic or professional background checks, unless expressly agreed in writing. The final responsibility for hiring decisions lies solely with the Client, who assumes all risks associated with the selection and incorporation of any person proposed by the Agency.



Under no circumstances shall Pint & Pour Recruitment be liable for indirect, consequential or punitive damages, loss of profits, loss of reputation, loss of opportunities, business interruptions or any other loss exceeding the total amount of the fee actually paid by the Client in relation to the specific placement giving rise to the claim. Likewise, the Agency shall not be liable for delays, failures in the provision of the service, or breaches arising from causes beyond its reasonable control, including but not limited to acts of force majeure, technological failures, unavailability of the website, errors in the streaming of data or external communications.

Any claim against the Agency must be made in writing within a maximum period of ninety (90) calendar days from the date on which the Client became aware, or reasonably should have become aware, of the event giving rise to the claim. Once this period has elapsed without a formal claim having been submitted, the Client shall be deemed to have irrevocably waived any right to compensation.

Nothing in this clause shall limit the Agency's liability in the event of wilful misconduct, fraud, death or personal injury resulting from gross negligence, where such limitation is expressly prohibited by applicable law. In all other cases, Pint & Pour Recruitment's liability shall be deemed limited in accordance with the terms set out herein and accepted by the Client.

## **15. DATA PROTECTION**

Pint & Pour Recruitment fully complies with the UK General Data Protection Regulation (UK GDPR) and guarantees that all personal information collected will be treated confidentially and used solely for purposes related to the provision of its services. The Client undertakes to treat the personal data of Candidates provided by the Agency with the same confidentiality. The full Privacy Policy is available on the Agency's website or can be requested at any time.

## **16. TERMINATION**

Either party may terminate the agreement at any time prior to placement by giving written notice to the other party. The notice may be sent by email or other verifiable means and shall take effect from the date of receipt, without the need to state any cause or reason. Early termination shall not give rise to any right to compensation, penalty or indemnity, unless it results from a serious breach of contractual obligations.

However, termination of the agreement shall not affect the validity or enforceability of any rights or obligations arising from placements made prior to termination, including full payment of the corresponding fees, even if the Candidate commences work at a date subsequent to termination. Likewise, the Agency reserves the right to claim any costs or losses reasonably incurred up to the date of termination in relation to search and selection processes already initiated at the request of the Client.

## **17. DISPUTE RESOLUTION**

Any dispute, claim or disagreement arising in connection with the interpretation, application, validity, execution or termination of these Terms and Conditions, or with the services provided by Pint & Pour Recruitment, shall be handled in the first instance through amicable resolution.

The parties undertake in good faith to engage in direct discussions to try to resolve the dispute informally and without resorting to legal proceedings, seeking a quick, fair and proportionate solution.

If the dispute cannot be resolved through direct negotiation within a reasonable period of time, either party may propose to submit the dispute to an alternative dispute resolution mechanism, such as professional mediation facilitated by an impartial third party, or, where appropriate, non-binding arbitration, provided that both parties expressly agree to such procedure. These measures shall be taken with the aim of avoiding the cost, time and rigidity associated with formal litigation.

If the alternative means do not allow a final agreement to be reached, the parties may resort to the courts to resolve the dispute. To this end, the Client irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear any legal proceedings. This jurisdiction shall apply regardless of the place where the services have been performed in whole or in part, or the domicile or registered office of either party. Nothing in this clause shall limit the Agency's right to take urgent or precautionary action in any jurisdiction if this is necessary to protect its rights or commercial interests.

## **18. APPLICABLE LAW AND JURISDICTION**

This agreement, including all terms, conditions, rights and obligations arising therefrom, shall be interpreted and governed in accordance with the laws of England and Wales. Any provision contained in these Terms and Conditions shall be interpreted in accordance with the legal framework in force in that jurisdiction, without the application of conflict of law principles or the recognition of foreign laws. This choice of applicable law shall remain in force regardless of the location from which the Client accesses or uses the Agency's services, or the location of the Candidate or the establishment where the agreement is concluded.

## **19. FINAL PROVISIONS**

Use of our services is conditioned upon your acceptance of and compliance with all terms and conditions set forth herein. This authorisation to use our services does not extend to jurisdictions where these provisions are not honoured or enforced.

Our commitment to compliance with these terms is strictly governed by applicable laws and legal processes. It is important to note that these terms do not restrict our ability to comply with legal or governmental requirements, including, without limitation, those related to law enforcement. Information provided or collected in connection with your use of our services will be subject to these requirements.

If any provision of these terms and conditions is found by a court or other competent authority to be invalid, illegal or unenforceable, that provision shall be deemed severable from these terms and conditions and the validity and enforceability of the remaining provisions shall not be affected. Our failure to enforce or delay in enforcing any of these terms and conditions at any time shall not constitute a waiver of our rights to enforce that provision, or any other provision, in the future.

We reserve all rights not expressly granted herein.

## **20. CONTACT INFORMATION**

If you have questions or concerns about these terms, please contact us using the contact information below:

**Pint & Pour Recruitment Ltd.**

**Email: [cian@pint-and-pour-recruitment.com](mailto:cian@pint-and-pour-recruitment.com)**