



Terms and Conditions of Business

These Terms and Conditions of Business are between Tailored Personnel (UK) Limited (herein after called the AGENCY) and the Employer Client (hereinafter called the CLIENT) and are deemed to be accepted by the Client by virtue of an interview or the engagement of a candidate introduced by the Agency. The Client shall notify the Agency within 3 hours if the Candidate has applied directly to the Client or if they have already been introduced by another recruitment agency or recruitment business, otherwise the Introduction will be deemed to have been made by the Agency. No variation in price will be accepted unless the Client has obtained the Agency's prior written approval.

SUPPLY OF PERMANENT STAFF

1. In these Terms of Business, the following definitions apply:

"Engagement" means the engagement, employment, or use of a candidate on a permanent basis, whether under a contract of service or for services, under an agency, licence, franchise or partnership agreement or any other engagement or where applicable if the applicant has become incorporated, the engagement of that limited company, or become a partner, the engagement of that partnership;

"Introduction" means the identification of a candidate on a permanent basis to the Client by one or more of the following methods: (a) verbally; (b) the submission of written details; (c) the applicant attending an interview;

"Regulations" means the Conduct of Employment Agencies & Employment Businesses Regulations 2003;

2. Client agrees:

- a) To notify the Agency immediately an Engagement is accepted; and
- b) To pay the fee of the Agency within 5 days of the date of the invoice
- c) To notify the Agency of an invoice dispute within 5 days of the date of the invoice, all disputes must be reported in writing to the Agency. Failure to dispute within this time period will result in the Agency rejecting any dispute.

The Agency reserves the right to charge interest accruing on a daily basis, on all outstanding invoices at a rate of 5% above the Bank of England base rate per annum.

3. For the purposes of the Regulations the Agency is engaged by the Client as an Employment Agency as defined in the Regulations.

4. The fee payable to the Agency by the Client for the introduction of a candidate is based on the remuneration which the applicant is entitled to earn during the first 12 months of his/her engagement by the Client. If the candidate is paid on a weekly basis this will be charged by timing the wages by 52 weeks. Remuneration includes all taxable emoluments payable to or receivable by the candidate for services rendered to or on behalf of the Client, this includes car allowances. Where the candidate is offered a company vehicle, £6000 will be added to the salary for the purpose of calculating the fee.

The fee per candidate is calculated at 8% of the basic annual salary and are subject to VAT

Retainer

A fixed price per month for an agreed number of positions to be filled on either a contingency and/or associate basis. Price on enquiry and to be agreed in writing between the parties.

5. Should the Client fail to notify or disclose to the Agency of an Engagement of an introduced candidate then the Agency reserves the right to charge the Client the fee calculated in accordance with paragraph 4 which shall be payable immediately. If the Client fails to inform the Agency of the remuneration payable to an client following an Engagement then the introduction fee payable under this clause will be the higher of maximum remuneration specified by the Client for the vacancy or the candidate's maximum salary expectation specified in the CV supplied to the Client by the Agency. No refund on an introduction fee will be made to the Client in the event of subsequent termination of such engagements.

6. If, after an offer of Engagement has been made to the candidate the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 5% of annual remuneration.

7. Introductions are confidential. The passing on of an introduction to another employer, associate or any affiliated party, which results in an Engagement renders the Client liable to payment of the Agency's introduction fee as set out in Paragraph 4 with no entitlement to a rebate or refund.

8. An introduction fee calculated in accordance with Paragraph 4 of these terms will be charged in relation to any applicant engaged by the client that has been introduced by or through the Agency, even if the introduction has been made indirectly. The fee is payable where the Agency have submitted the application of the candidate even if the applicant subsequently applies to the Client by any other source within a 12-month period from the date of the Agency's Introduction. In such cases no replacement candidates will be covered under the guarantee set out in paragraph 12.

9. Should the Client or any subsidiary, holding company or subsidiary of such holding company subsequently re-engage the candidate within the period of 12 calendar months from the date of termination of an Engagement or withdrawal of an offer, a further fee calculated in accordance with paragraph 4 becomes payable, with no entitlement to any replacement candidates.

10. The Client shall make all payments due under the Contract without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client. No payment shall be deemed to be received until the Agency has received cleared funds.

11. As directors you guarantee to pay personally any fees (including disbursements) for services provided to the company that the company is unable to pay. This clause shall become effective in

the event of a receiver or liquidator being appointed to the company or the company otherwise being wound-up.

12. Should a candidate be found to be unsuitable for the role within the 4-week probation period the Agency will supply a further candidate free of charge

The following conditions must be met in order for the Client to qualify for a replacement-

a) Client must notify Employment Agency that the Candidate's employment has ended within 7 days of the employment ending or within 7 days of notice being given to end the employment (whichever is earlier) together with a reason for the premature end of the employment;

b) Employment Agency's invoice for the fee must have been paid within the payment terms in accordance with paragraphs 2 and 4;

c) The Candidate's employment is not terminated by reason of redundancy or re-organisation or change in strategy of Client;

d) The Candidate's employment is not terminated by reason of poor performance prior to the completion of any induction or training period;

e) If the Candidate's employment is terminated by reason of misconduct, replacement is only due where such misconduct was reasonably foreseeable by Employment Agency;

f) The Candidate did not leave the employment because he/she reasonably believed that the nature of the actual work was substantially different from the information Client provided prior to the Candidate's acceptance of the employment;

g) The Candidate did not leave the employment as a result of discrimination or other acts against the Candidate;

13. If any trial period is offered to the candidate by the client this will still be viewed as an offer of employment and will be charged as stated in paragraph 4.

14. The Agency endeavours to ensure the suitability of the candidate introduced to the Client. The Client shall notwithstanding satisfy him/herself as to the suitability of any candidate and shall take up any references provided by the applicant and/or investigations into the medical history of any candidate and satisfy any medical or other requirements or qualifications required by law.

15. The Agency shall not be liable under any circumstances for any loss, damage, expense, delay or loss of profit or liability suffered or incurred by the client arising from or in any way connected to the company seeking an applicant for the client, the introduction of any applicant by the company, the engagement of any applicant, or by any reason arising out of the lack of skills, qualifications, experience, integrity or suitability of the applicant by the client, or otherwise by the reason of any act, omission, delay, default whether wilful, reckless, negligent or otherwise on the part of any applicant.

16. The client shall ensure that any work carried out by any applicant is duly covered under any insurance policies that it may have in place.

17. The client shall indemnify the company against any and all claims, demands, actions, proceedings and liabilities of any third party against the company which arise out of or in connection with or have been caused by either the failure or refusal by the client to engage any applicant, or otherwise by any act, omission, delay or otherwise caused by the applicant whilst engaged by the client.

Client Signature.....

Date.....