

# CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

## 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

"Applicant" means the person introduced by the Company to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Company's own staff;

"Client" means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

"Company" means 1st Step Recruitment Solutions Ltd of 1 Station Court, Radford Way, Billericay, Essex, CM12 0DZ.

"Engagement" means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee

"Introduction" means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Company to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £3500 will be added to the salary in order to calculate the Company's fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

2.1. These Terms constitute the contract between the Company and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by (a director of) the Company, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

## 3. NOTIFICATION AND FEES

3.1. The Client agrees:

- a) To notify the Company immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and
- c) To pay the Company's fee within 14 days of the date of invoice.

3.2. Except in the circumstances set out in clause 3.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.

3.3. The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc from the due date until the date of payment.

3.4. The fee payable to the Company by the Client for an Introduction resulting in an Engagement is based on the Remuneration applicable during the first 12 months as follows:

Annual Remuneration	% of Annual Remuneration
Below £25,000	15%
£25,000 - £44,999	17.5%
£45,000 and above	20%
	Plus VAT

3.5. Where the Engagement is for a fixed term of up to 9 months, a reduced rate based on the equivalent annual remuneration is applicable, and is calculated as follows:

Remuneration	Length of Contract		
	3 Months	6 Months	9 Months
Below £25,000	7.5%	10%	12.5%
£25,000 - £44,999	8.5%	12.5%	15%
£45,000 +	10.5%	13.5%	17.5%
	Plus V.A.T.		

3.6. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

## 4. REFUNDS

4.1. In order to qualify for the following refund, the Client must pay the Company's fee within 14 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.

4.2. If the Engagement terminates before the expiry of 8 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a refund of 12.5% will be allowed against the Company's fee for each complete week of the initial 8 week period not worked by the Applicant.

4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

## 5. CANCELLATION FEE

5.1. If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of 5% of the Remuneration where the annual Remuneration is £20,000 or less and 4% of the Remuneration where the annual Remuneration is £20,001 or more.

## 6. INTRODUCTIONS

6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause 3.4 with no entitlement to any refund.

6.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 6 months from the date of the Company's Introduction.

6.3. Where the amount of the actual Remuneration is not known the Company will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Company by the Client and/or comparable positions in the market generally for such positions.

## 7. SUITABILITY AND REFERENCES

7.1. The Company endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and shall take up any references provided by the Applicant and/or the Company before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

7.2. The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

7.3. The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

7.4. To enable the Company to comply with its obligations under clauses 7.1, 7.2, and 7.3 above the Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## 9. LIABILITY

9.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay,

costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

## 10. LAW

10.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.