

TERMS OF BUSINESS FOR THE SUPPLY OF PERMANENT STAFF

1. Definitions

1.1 In these Terms of Business the following definitions apply:

"Applicant" - means the person introduced by the Agency 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 Agency's own staff.

"Client" - means the person, organization, public or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Applicant is introduced;

"Agency" - means Axis Recruitment Limited, Suite 8, Clarendon Chambers, 32 Clarendon Street, Nottingham, NG1 5LN.

"Engagement" - means the engagement, employment or use of the Applicant by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, 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:

- a) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or
- b) 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.

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 Agency and the Client in respect to the supply of permanent staff. These Terms 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 This Agreement does not need to be signed for it to become binding upon the parties to it. Furthermore these Terms of Business can be electronically sent to the Client in order to deliver the Terms of Business to the Client.
- 2.3 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by Kashif Butt of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.4 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency 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 after which such varied terms shall apply.

3. Notification and Fees

- 3.1 The Client agrees:
 - a. To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
 - b. To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
 - c. To pay the Agency's fee within 14 days from the date of the invoice.
- 3.2 Except in the circumstances set out in clauses 3.3 and 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.
- 3.3 The Agency through its own discretion may require the Client to make a deposit or prepay all of the Agency fees before the Agency will supply staff to the Client. Once the Client has paid the Agency or has made a prepayment to the Agency the Agency shall provide staff in accordance with the Terms of Business of the Agency.

3.4 The fees charged for the Engagement of permanent staff are calculated as a percentage of the commencing annual salary as follows:

Annual Salary	Up to £6,999	£7,000 to £9,999	£10,000 to £14,999	15,000 to £19,000	£20,000 and over
Fee	15%	15%	15%	15%	15%

3.5 The responsibility for paying the Agency's fees lies solely with the Client as defined under this contract. If the Client wishes to involve an external organization in the payment of the Agency's fees then the said external organisation would only be liable under a separate contract. In the event that a third party organisation is not bound by a separate contract the responsibility of payment would lie with the Client.

3.6 Any queries on an invoice must be specifically addressed in writing to the Agency within 14 days from the date of the invoice, failing which the Client is deemed to have accepted the full value of the invoice and will be liable for the full amount.

3.7 The Agency reserves the right to charge interest on any overdue invoiced amounts at the rate of 8% per annum from the due date until the date of payment.

3.8 In the event that ownership of the Client changes for whatsoever reason the Owners, Partners or Directors of the Client who agreed to these Terms of Business at the time of the Introduction by the Agency will be personally liable for any matters outstanding under this contract.

3.9 In the event that the Client goes into administration or is wound up, the Directors, Partners or Owners of the Client will be personally liable for any matters outstanding under this contract.

3.10 The Client agrees to pay any additional costs incurred by the Agency for the collection of the debt for late or non-payment.

4. Rebates

4.1 In order to qualify for a rebate, the Client must pay the Agency's fee within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement and the reasons for this decision within 7 days of its termination.

4.2 The rebate is subject to the Agency clarifying the reasons for the termination.

4.3 Rebates will be issued by the Agency in the form of a credit note which would be deducted against the next placement invoice. Credit notes are only valid for three months unless agreed in writing by the Agency.

4.4 If the Applicant terminates their employment before the expiry of 12 weeks from the commencement of the Engagement the fee will be rebated in accordance with the following Scale of Rebate (except where the Applicant is made redundant):

Period of Employment	Percentage
Not exceeding two weeks	100%
Not exceeding three weeks	100%
Not exceeding four weeks	100%
Not exceeding six weeks	30%
Not exceeding nine weeks	20%
Not exceeding twelve weeks	10%

5. Cancellations

5.1 If, after an offer of Engagement has been made to the Applicant, the Client decided for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 10% of the Remuneration.

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 Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency'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 Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.

6.3 Where the amount of the actual Remuneration is not known the agency 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 Agency by the Client and/or comparable positions in the market generally for such positions.

7. Suitability And References

- 7.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 7.2 At the same time as proposing an Applicant to the Client, the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding week-ends and any public or Bank Holidays).
- 7.3 The Agency 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.
- 7.4 The Agency 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 to work in the position which the Client seeks to fill.
- 7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 7.6 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency 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 any 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 required 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.



8. Liability

8.1 The Agency 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 Agency 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 Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

9. Law

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