



Financial Terms of Business

For the supply of Permanent or Temporary Staff

1. Definitions

1.1 In these Terms the following definitions apply:

“Terms” – means the Agency’s Financial Terms of Business.

"*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 Vitæ 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 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 even in the event that the Terms are emailed to 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 Kashif Butt of the Agency, these Terms 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 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 Payment of 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 clause 4.1 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 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.
- 3.4 If the invoiced amount remains unpaid for a period not exceeding 30 days from the date of the invoice then the Agency at its discretion will commence legal proceedings to recover the monies outstanding together with added interest and claim compensation arising from late payment under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998.

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 with the Agency. In the event that a third party organisation is not bound by a separate contract with the Agency the responsibility of payment would lie with the Client.

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

3.7 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

3.8 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 outstanding invoices unpaid.

4. Cancellations

4.1 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.

5. Rebates

5.1 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 six months only unless agreed in writing by the Agency.

6. Law

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