

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

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 Agency’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 Aarologix Employment Services Limited whose registered office is at 76-78 Shenley Road, Borehamwood, Hertfordshire, WD6 1EH acting in the capacity of employment agency;
“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, 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, Remuneration is to be uplifted by 10% in order to calculate the Company's fee.

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 21 days of the date of invoice.
- 3.2. The Company will invoice the Client for its fee forthwith upon the offer of the Engagement being agreed until which time no fee will be incurred except in circumstances set out in clause 5.1 below.
- 3.3. The Company will charge interest at 4% per annum above the base rate from time to time in force of Lloyds TSB Bank plc compounded monthly on all overdue invoices 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:

- 15% of annual Remuneration up to £19,999,
- 17.5% of annual Remuneration of £20,000 and up to £29,999; and
- 20% of annual Remuneration of £30,000 and above.

The fee is subject to VAT.

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

4. REFUNDS

4.1. In the event that the Engagement of the Applicant by the Client comes to an end during a 10 week period commencing on the date of the Engagement (the Guarantee Period), and provided that:

- a) the fee has been paid in accordance with the payment terms set out in sub-clause 3.1(c) above; and
- b) the Client has notified the Company in writing of the termination of the Engagement within 7 days of its termination the Company will make a refund to the Client in accordance with the scale of Rebates set out in clause 4.2 below.

4.2. Provided the Client meets the qualifying criteria as set out in clause 4.1 above the fee will be rebated in accordance with the following scale of rebates:

Number of weeks in employment	Introduction fee rebate
Weeks 1-2	100% less 150 administrative fees
Week 3	80% rebate
Week 4	70% rebate
Week 5	60% rebate
Week 6	50% rebate
Week 7	40% rebate
Week 8	30% rebate
Week 9	20% rebate
Week 10	10% rebate

4.3. If the Client subsequently re-engages the Applicant within a period of six calendar months from the date of termination of the Engagement, a full fee calculated in accordance with Clause 3.4 above becomes payable by the Client with no entitlement to any 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 in accordance with the fee structure as set out in clause 3.4 above.

6. INTRODUCTIONS

6.1. 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 Agency's Introduction.

6.2. 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.

6.3. In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client or an Associated Entity within three months of leaving the Company's service, the Client shall be liable to pay an introduction fee to the Company calculated in accordance with Clause 3.4.

6.4. 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 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 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 Company 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 Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is

the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

- 7.3. 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
- 7.4. 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.
- 7.5. Notwithstanding clauses 7.1 to 7.4 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 Company 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 Company to comply with its obligations under clauses 7.1 to 7.4 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.

8. SPECIAL SITUATIONS

- 8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Company will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps

to confirm that the Applicant is suitable for the position. If the Company is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

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 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 seek to 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.

Signed for and on behalf of the Client

Dated