

**1) DEFINITIONS**

1.1 In these Terms of Business the following definitions apply:

“**Applicant**” means the person introduced by the Employment Agency to the Client for an Engagement

“**Client**” means the person, firm or corporation body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced;

“**Engagement**” means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership agreement; or any other engagement;

“**Employment Agency**” means Inside Avenue Recruitment Limited. Registered in England 09557672

“**Introduction**” means the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to The Employment Agency to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant before an Engagement;

“**Remuneration**” includes base salary only payable to or receivable by the Applicant for services rendered to or on behalf of the Client during the first 12 months of the Engagement.

“**Exclusivity**” means recruitment and introductions are performed solely by the named Employment Agency in this contract within the specified period. This prohibition extends to the Client’s own recruitment efforts.

**2) THE CONTRACT**

2.1 These Terms govern the supply of the services by the Employment Agency to the Client to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any order or other document).

2.2 No variation or alteration of these Terms shall be valid unless approved by a director of the Employment Agency in writing.

**3) NOTIFICATION AND FEES**

3.1 The Client agrees:

- a) to notify the Employment Agency immediately it offers the Applicant an Engagement;
- b) to notify the Employment Agency immediately its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Employment Agency.
- c) to notify the Employment Agency immediately the Applicant commences an Engagement; and
- d) to pay the Employment Agency’s fee within 28 days of the date of invoice (as detailed in rate schedule A in 3.4).

3.2 No fee is incurred by the Client until the Applicant commences the Engagement when the Employment Agency will render an invoice to the Client for its fees.

3.3 The Employment Agency reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of The Bank of England from the due date until the date of payment. The Employment Agency reserves the

right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

3.4 The discounted fee payable to the Employment Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying Fee Structure:

- a) Remuneration on all basic salaries A fee of 20%  
**28 day payment terms.**

Rebates and variations agreed on the Employment Agency’s discounted fees are contingent on invoiced amounts being paid by the Client within terms. If the Client fails to pay within terms, rebates will become null and void and the fee will be payable in full at a rate of 25% of remuneration.

3.5 In the event that Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will be pro-rated. If the Engagement is extended beyond the agreed fixed term or if the Client re-engages the Applicant within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the second Engagement up to the termination of the second Engagement or the first anniversary of its commencement whichever is the sooner.

3.6 All charges are exclusive of Value Added Tax, which the Client shall pay in addition when it is due to pay The Employment Agency’s fee.

**4) REFUND OR REPLACEMENT GUARANTEES**

4.1 In order to qualify for the following guarantees, the Client must pay the Employment Agency’s agreed fee within 28 days of the date of invoice, and must notify the Employment Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates within 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated within 45 days of notification, in accordance with the scale of rebates in 4.2 a) below or a replacement applicant Introduced, in accordance with the replacement guarantee in 4.2 b) below.

- a) REFUND GUARANTEE – Will be issued in accordance with the scale below:

Fee A	Engagement terminating during weeks:	Percentage refund
	1 to 4	100%
	5 to 8	50%
	9 to 12	25%

- b) REPLACEMENT GUARANTEE – If the Engagement terminates within 12 weeks of the commencement of the Engagement, the Employment Agency will exclusively select and make further Introductions during a time period of 8 weeks. Upon Engagement the Client will receive a credit note of the original fee and a new invoice for the replacement Applicant. Only one replacement is permitted and the replacement Engagement is protected by the refund guarantee. Failure to adhere to this 8-week exclusivity period or the engagement by the client of other employment agencies, not named in this contract, for the purposes of finding a replacement applicant, will void our rebate.

4.3 Should the Client subsequently re-engage the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a further full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to a refund.

performance or contemplated performance of this Contract shall be limited to the fee as calculated in condition 3.4;

## 5) INTRODUCTIONS

- 5.1 All information provided during an Introduction is confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Employment Agency which results in an Engagement with that third party within 12 months of the Introduction, renders the Client liable to payment of the Employment Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 5.2 An Introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant as a consequence of or resulting from an Introduction by or through the Employment Agency, whether direct or indirect, within 12 months from the date of the Employment Agency's Introduction.
- 5.3 An applicant is deemed to have been introduced by the Employment Agency to the Client when the Employment Agency has either:-
  - i. supplied the applicants curriculum vitae (or name) to the client; or
  - ii. forwarded examples of the applicants work to the client; or
  - iii. alerted the client to the applicants availability for employment (even if the applicant was previously known to the client but was unaware of applicants availability).
- 5.4 In the absence of written confirmation, the interviewing of an applicant either personally or by telephone introduced by the Employment Agency shall be deemed as acceptance of the terms and conditions of the Employment Agency.

## 6) SUITABILITY

- 6.1 The Employment Agency confirms that it will take such steps as are reasonably practicable to bring to the attention of the Client and the Applicant any restrictions imposed by law or by a professional body which must be satisfied and to make such enquiries as are reasonably practicable to satisfy itself that the Engagement would not be detrimental to the interests of the Client or the Applicant.
- 6.2 The Employment Agency confirms that prior to introducing an Applicant to a Client, the Employment Agency will obtain and confirm the Applicant's identity, and confirm that the Applicant has the experience, training, qualifications and any authorisation which the Client considers is necessary, or which the Applicant needs to have by law or by the requirements of any professional body to work in the position which the Client is seeking to fill.
- 6.3 The Employment Agency confirms that if it receives or obtains information within 3 months of introducing an Applicant to a Client for direct employment by that Client, and that information indicates that the Applicant is or may be unsuitable for the position, the Employment Agency will inform the Client of the information.

## 7) WARRANTY AND LIABILITY

- 7.1 The Employment Agency warrants to the Client that the service it provides to the Client shall be provided using reasonable skill and care and shall, as far as reasonably possible, be in accordance with the requirements of the Client.
- 7.2 The Client shall indemnify and keep indemnified the Employment Agency against any costs, claims, or liabilities incurred by the Employment Agency arising out of any Introduction and/or as a result of any breach of these Terms by the Client including all legal costs incurred by the Employment Agency in relation to enforcement proceedings.
- 7.3
  - a) The Employment Agency's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the

b) The Employment Agency shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the introduction;

c) The Employment Agency shall not be liable to the Client or be deemed to be in breach of an introduction by reason of any delay in performing, or failure to perform any of the Employment Agency's obligations in relation to an introduction, if the delay or failure was due to any cause beyond the Employment Agency's reasonable control.

## 8) GENERAL

- 8.1 These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.
- 8.2 If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable be deemed severable and the remaining provisions of the Terms and the remainder of such provision shall continue in full force and effect.
- 8.3 Failure or delay by the Employment Agency in enforcing or partially enforcing any provision of the introduction will not be construed as a waiver of any of its rights under the introduction. Any waiver by the Employment Agency of any breach of, or any default under, any provision of an introduction by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the introduction.
- 8.4 The parties to an introduction do not intend that any of these Terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 8.5 In case payments are late for more than one payment obligation, all claims against the client shall fall due immediately.
- 8.6 Service terms of our clients apply only to the extent that they do not contradict our terms of payment and delivery.
- 8.7 We are entitled to assign the claims arising from our business relationship

**Please sign to confirm to agree to these terms:**

### **OPTION 3.4A:**

**20% Fee Schedule detailed in 3.4 with 12-week rebate in sec. 4; subject to 28 day payment.**

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Role/Title in the Company: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Company Trading Name \_\_\_\_\_

Registered Company Name or Number \_\_\_\_\_