



REC-SENSE RECRUITMENT LIMITED - TERMS OF BUSINESS FOR THE INTRODUCTION OF STAFF

1. Definitions

In these Terms of Business, the following definitions apply:

- a) **The Company/Employment Business** shall mean Rec-Sense Recruitment Limited.
- b) **The Client** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced or Temporary Worker is supplied.
- c) **The Applicant** means the person introduced the Company to the Client for an Engagement including any members of the Company's own staff regardless of whether otherwise known to the Client.
- d) **The Temporary Worker** means the individual whose services are supplied by the Company to the Client.
- e) **Engagement** means the engagement, employment or use of the Applicant/Temporary Worker by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency licence, franchise, partnership agreement or joint venture; or any other engagement by the Client or any person, firm or company associated with the Client, within 12 months of the Introduction of the Applicant to the Company.
- f) **Introduction** means the Client's interview of an Applicant or Temporary Worker in person or by telephone, following the Client's instruction to the Company to search for an Applicant or Temporary Worker; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant or Temporary Workers (whichever occurs first) shall be deemed acceptance of an agreement to these Terms of Business.
- g) **Remuneration** includes basic salary for services rendered to or on behalf of the Client.
- h) Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- i) The headings contained in these Terms are for convenience only and do not affect the interpretation.

2. The Contract

- a) These Terms of Business are deemed to be accepted by and binding on the Client by virtue of an introduction to, or the Engagement of an Applicant and where applicable govern the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker.
- b) Unless otherwise agreed in writing by a Director of the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

3. Notification & Fees

- a) No fee is payable for preliminary discussions or recommendations.
- b) The Client agrees: to notify the Company immediately of any offer of an Engagement which it makes to the Applicant; and 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 to pay the Company's fee within 28 days of the date of invoice unless otherwise agreed with a Director of the Company.
- c) The Client incurs no fee until the Applicant commences the Engagement, when the Company will render an invoice to the Client for the fee.
- d) The Company reserves the right to charge interest on invoiced amount unpaid for more than 28 days at the rate of 4% per annum above the base rate from time to time of Santander Bank from the due date to the date of actual payment.
- e) The fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee.

Total Annual Salary

25% of basic salary (unless otherwise agreed)

- f) Where the Applicant is self-employed or otherwise engaged under a contract for services, partnership or joint venture or through the annual gross remuneration is not known, the fee will not be less than £5,000+VAT.
- g) The fee payable to the Company by the Client for an Introduction resulting in an Engagement, will not be no less than £2,500+VAT, regardless of basic salary.
- h) Where a car or car allowance is provided an additional £2,500+VAT will be added to the basic salary.
- i) Fees will be payable as a result of the Engagement as a consequence or resulting from an introduction by or through the Company, notwithstanding that it may not comply with the Client's original request or requirement such as, but not exclusively, the numbers or types of vacancies and even though the instruction maybe made indirectly and regardless of the position for that Applicant was ordinarily submitted.

4. Termination, Replacement of Refund Guarantees

- a) The Company does not recognise trial period
- b) Terms of Business for the introduction of Permanent Staff to be directly employed by the client and The Supply of Temporary Staff Services
- c) In order to qualify for the following guarantees and/or replacement, the Client must pay the Company's fee within 28 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.

Scale of Rebate:

Period of Employment	% of Credit
0-4 weeks	75%
5-8 weeks	50%
9-12 weeks	25%

- d) There will be no refund if the Applicant leaves during or after the 13th week of the Engagement.
- e) 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 full fee will be calculated in accordance with clause 3e.

5. Introductions

- a) 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 12 months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause 3e with no entitlement to refund.
- b) An introduction fee calculated in accordance with 3e will be charged in relation to the Applicant as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect within 12 months from the date of the Company's introduction.
- c) In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 12 months of leaving the Company's service, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3e.

6. Suitability

- a) The Company endeavours to ensure the suitability of any Applicants introduced to the Client. Notwithstanding this, the Client shall satisfy itself as to the suitability of the Applicant and shall take up references provided by the Applicant and/or the Company before engaging such Applicant. The Clients shall be responsible for obtaining work and other permits if required, for the arrangement of medical examination and/or investigations into 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. Liability

- a) The Company shall not be liable under any circumstances for any loss, expense, damage, delay, cost 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.

8. Law

- a) These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.