

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

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; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which the Applicant is introduced;

“**Agency**” means PHJ Resourcing, PHJ House, 43 Clay Avenue, Nuneaton, Warwickshire.

“**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 Agency to search for an Applicant; or (ii) 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, car allowance or company car (assumed benefit an annual minimum amount of £4,000) guaranteed 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.

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 of Business constitute the contract between the Agency 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 duly authorised representative of the Agency, 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 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 or after which such varied terms shall apply.

3 NOTIFICATION AND FEES

3.1 The Client agrees:

3.1.1 To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant; and

3.1.2 To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide to the agency details of the complete Remuneration; and

3.1.3 To pay the Agency’s fee within 14 days of the date of invoice.

3.2 Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client, until the Applicant commences the Engagement, at which point the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge a late payment charge on invoiced amounts unpaid for more than 14 days at the rate of £30 per day for which the debt remains unpaid beyond the due date. Where the customer does not settle its debt with PHJ Resourcing in accordance with these Terms of Business, PHJ Resourcing has the right to remove all discounts and revert to standard tariff. Standard tariff for placements being 25% of annual salary and all other remuneration associated with the Engagement. For the avoidance of doubt all discounts are deemed to be any difference between the original amount invoiced and the Standard Tariff in addition to late payment charge outlined within these Terms of Business. (Subject to point 3.6 within these Terms of Business)

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying Scale of Fees set out in the schedule to these Terms of Business on the gross remuneration applicable during the first 12 months of the Engagement. All fees quoted are exclusive of VAT. VAT will be charged in addition to the Fee if applicable and will be payable by the Client. (Subject to point 3.6 within these Terms of Business)

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee and rebate will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client engages or re-engages the Applicant within 12 calendar months from the date of termination of the first Engagement or withdrawal of the offer, 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 completion of 12 months total engagement of the applicant, whichever is the sooner. (Subject to point 3.6 within these Terms of Business)

3.6 Our minimum fee on permanent placements is £1400 (unless otherwise agreed in writing by a duly authorised representative of the Agency). This fee applies to any placement, including part time and fixed term contracts where the accompanying Scale of Fees set out in the schedule to these Terms of Business equates to less than the above minimum fee.

4 REBATES

4.1 In order to qualify for the following 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 within 7 days of its termination. Rebates will not be payable on any applicants which have been supplied at any discounted / Incentivised rates outside of the Scale of Fee's outlined in these Terms of Business.

4.2 If the Engagement terminates before the expiry of 4 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Rebate set out in the schedule to these Terms of Business and in accordance with 4.1 in these Terms of Business. All refunds in Agency Fee's will be liable to an Administrative Charge of £300 + VAT (VAT will be charged in addition to the Administrative Charge and Agency Fee if applicable and will be payable by the Client.)

5 CANCELLATION FEE

5.1 If, after the offer of Engagement has been accepted by the Applicant, the Client decides for any reason not to proceed with the appointment prior to the Applicant starting work, the Client shall be liable to pay the Agency 50% of the fee that would have been payable had the engagement commenced and continued for the anticipated period.

6 INTRODUCTIONS

6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party or alternate supplier of Applicants of any details regarding an Applicant introduced by the Agency to the Client which results in an Engagement with that third party or supplier thereof, within 12 months of the Introduction by the Agency renders the Client liable to payment of the Agency's Std fee as set out within these Terms of Business and there shall be no entitlement to any rebate.

6.2 The Agency Fee calculated in accordance with these Terms of Business 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 12 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 these Terms of Business 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 roles.

7 SUITABILITY AND REFERENCES

7.1 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. 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.

7.2 The Client undertakes to provide in writing 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 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 For the avoidance of doubt, a fee will be due from the Client if the agencies own staff are directly or indirectly introduced to the client by virtue of their employment with the agency, this fee will be calculated at 30% of the first year's salary with the client and will not be subject to any refund unless expressly agreed in writing before the placement date.

9 LIABILITY

9.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, cost's 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.

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.

I confirm that the information supplied to PHJ Resourcing Recruitment may be used for Recruitment and Consulting purposes under the Data Protection Act and that PHJ Resourcing can advertise vacancies on my behalf.

I confirm that I am duly authorised to acknowledge and accept the Terms and Conditions of business for the supply of directly employed permanent or contract staff.

Signed Position Date

On behalf of Client Name.....

Signed Position Date

On behalf of PHJ Resourcing Recruitment plc

SCHEDULE: SCALE OF FEES

Salary Band	% Fee
Up to £11,999	12%
£12,000 to £15,999	13%
£16,000 to £24,999	15%
£25,000 to £29,999	20%
£30,000 + (and Std Fee)	25%
Retained Assignments	30%

SCHEDULE: SCALE OF REBATE

The following Scale of Rebate only applies in the event that the Client complies with the provisions of Section 3 and subsequent clauses within. of these Terms of Business. [2 Where the Applicant leaves during the first 4 weeks of the Engagement, a refund of the introduction fee shall be paid to the Client in accordance with the scale set out below or an alternative applicant candidate for the role will be sought at no additional charge to the client, subject to the conditions in Section 4 and subsequent clauses within. of these Terms of Business

Leaving Time	Percentage of fee refunded
Weeks 1 and 2	50%
Weeks 3 and 4	33%