

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

Aaron Wallis is committed to maintaining a high level of service and efficiency. However, because an Introduction is dependent upon the accuracy of information outside Aaron Wallis' control and a Client's Instructions, and as any decision to engage an Applicant is entirely a matter for a Client, Aaron Wallis cannot accept liability for any losses.

Aaron Wallis expects Clients to act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to engage an Applicant.

Aaron Wallis confirms to its Clients that it is acting as a consultancy for the purpose of the introduction of Applicants, in its capacity as an Employment Agency (in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 - as amended from time to time).

These terms of business are offered at a reduced basis on the basis of sole agency and will be valid for an exclusivity term which is detailed within the schedule at the end of these terms.

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;

"Assignment" shall mean the open vacancy to which the agency is corking to source candidates for the client

"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;

"Agency" means Aaron Wallis Recruitment and Training Limited of Norfolk House (East), 499 Silbury Boulevard, Central Milton Keynes, Buckinghamshire, MK9 2AH. Registered in England No. 6356563

"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

"Exclusive Term" shall mean the period of time where the agency is the sole recruitment partner to the client

"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 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, 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. Aaron Wallis does not charge where the Client provides a company car.

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 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 director 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 AND OBLIGATION OF THE CLIENT

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 30 days of the date of invoice to our agent who is Perms Simply, Carlson Suite, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0DD (a trading name of Keen Thinking Limited, registration no. 04012805

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 when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days 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.

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the attached Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

3.4 In the event that the Engagement is for a fixed term of less than 12 months, the fee must be agreed accordingly with the directors of the agency. 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.

3.5 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

3.6 The Client agrees that during the Exclusive Term it will not directly or indirectly use the services of any employment agency other than the Agency to procure staff. This includes recruiting through the client's own means and contacts

- 3.7 The Client agrees to notify the Agency immediately that its offer of an Engagement to any Applicant has been accepted and to provide details of the Remuneration to the Agency;
- 3.8 If the client makes an engagement of an applicant outside of the agency the client agrees to pay the agency an exclusivity break charge of 50% of the fee detailed in the summary.
- 3.9 If the assignment is cancelled for whatever reason within the exclusive term period the cancellation fee detailed in 5.1 will stand

4. REFUNDS

- 4.1. In order to qualify for the following refund, the Client must pay the Agency's fee within 30 days of the date of invoice to our agent, Perms Simply. The Client must notify the Agency in writing of the termination of the Engagement within 7 days of its termination and wherever possible supply a copy of the Applicant's letter of termination.
- 4.2. The refund is applicable when the Engagement is terminated by the Applicant or by the Applicant's death within the Replacement or refund period (For the benefit of doubt, no Replacement nor refund is applicable if the Engagement is terminated by the Client)
- 4.3. If the Engagement is terminated by the applicant before the expiry of 52 weeks from the commencement of the Engagement a portion of the fee will be refunded in accordance with the accompanying Scale of Refund set out in Schedule 2 of these Terms of Business.
- 4.4. The Agency reserves the right to refuse to make a refund or provide a free replacement Applicant where in the reasonable opinion of the Agency the Client has employed an Applicant introduced by the Agency with the prior or likely intention of dispensing with the Applicants' services for whatever nature, or the Client has terminated the candidate's employment.
- 4.5. In circumstances where clause 3.5 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund, rebate or replacement.

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, it shall be liable to pay the Agency 50% of the fee indicated on the Scale of Fees as set out in the Schedule to these Terms of Business.

6. INTRODUCTIONS

- 6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2. 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 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 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 Agency by the Client and/or comparable positions in the market generally for such positions.

- 6.4. In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.

7. SUITABILITY AND REFERENCES

- 7.1. The Agency 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 Agency 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. The Agency will use due skill and care in locating and introducing Applicants and use all reasonable endeavours to ensure that a candidate is suitable in accordance with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time). Beyond that, no other term or condition is to be implied concerning the Agency's services. In particular, the Agency does not warrant or make any representations about the suitability of, or the accuracy of any information concerning, an Applicant (as this information comes from the Applicant or other sources outside the Agency's control) and none is to be implied from anything the Agency may undertake or provide. The Agency recommends Independent CV Verification which the Agency is able to provide at the cost rate of £35 to £175 + VAT dependent on the thoroughness of the verification. Contact the Agency for further information.
- 7.3. The Agency 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 Agency 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, 7.2, 7.3 and 7.4 above 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 Agency 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 Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide 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 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 Agency 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 Agency 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 Agency 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 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.

9.2 The Client acknowledges that the Agency does not warrant any Applicant's suitability and the Client must satisfy itself of the suitability of each Applicant before any Engagement occurs.

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

11. SPECIAL SERVICES

Managed Advertising Service and Advertising Booking Fees.

- 11.1 Where the Client requests the Agency to place advertisements in the media for permanent recruitment opportunities, the Agency shall undertake to follow the Client's instructions strictly on the following conditions:
- 11.2 Once a booking has been placed, the Agency shall immediately invoice the Client for all costs associated with the actual publication of the advertisement(s) in the media (the "Publication Costs").
- 11.3 The Publication Costs shall be payable by the Client on the date of the Agency's invoice. The Client understands and accepts that the Agency is unable to guarantee the media space required for the advertisement(s) until payment of the Publication Costs has been made by the Client. Any cancellation costs levied by the media shall be met by the Client.
- 11.4 The Client shall also be billed for all costs associated with the design and production of the advertisement, including advertising agency fees (the "Production Fees"). Invoices for Production Fees shall be payable by the Client on the date of the Agency' invoice. Failure to pay by such date will incur the provisions of 3.3 of this agreement.
- 11.5 All direct and indirect costs associated with any advertising placed by the Agency on behalf of the Client at the Client's request will be paid for by the Client whether or not an Applicant is engaged.

SCHEDULE 1: SCALE OF FEES

All salaries: 15% of first year remuneration (basic salary and guaranteed bonuses) on the basis of sole agency during the exclusive term

SCHEDULE 2: EXCLUSIVE TERM

These reduced fees are offered on the basis that Aaron Wallis will be the sole recruitment agency for a term of exclusivity until <DATE>

SCHEDULE 3: ASSIGNMENT

Aaron Wallis shall be appointed as the sole agency to source candidates for the role of <JOB TITLE>

SCHEDULE 4: SCALE OF REFUND

The Agency intends to provide a quality recruitment service. Recognising this, the Agency is therefore pleased to offer the following guarantee. The guarantee is a period of 12 calendar months (52 weeks) calculated from the date of Engagement.

In accordance with clause 4 of the terms and conditions for permanent recruitment the Agency will during the first four weeks provide a replacement Applicant free of charge within a timeframe to be agreed in writing. After the agreed period, if the Agency has been unsuccessful, the Client can either agree to extend the period for the Agency to find an alternative Applicant or request a refund of the introductory fee as per Schedule 2 below. Please note that a replacement Applicant is strictly offered against the original specification.

All refunds are on the proviso that payment is made by the Client and received by Perms Simply within the payment terms on the invoice and the Engagement is terminated by the Applicant or the Applicant's death. In such circumstances the following Replacement or Refund will apply: -

Calendar month or weeks in which the Applicant terminates the Engagement or the Engagement is terminated by the Applicant's death	The Guarantee Details
Upto 2 Weeks	a new Applicant supplied free of charge or 80% of the total fee
Upto 4 weeks	a new Applicant supplied free of charge or 60% of the total fee
Months 2-6	A rebate of 40% of the fee
Months 7-12	A rebate of 20% of the fee

AGREEMENT to AARON WALLIS TERMS of BUSINESS

Advertising

To enable Aaron Wallis to advertise your vacancies at no cost to yourself (unless as part of a Managed Advertising Campaign) please place a mark in your preferred choice of advertising options:

- I confirm that Aaron Wallis Recruitment and Training Limited can advertise vacancies on our behalf (at no cost to ourselves) either confidentially or using our company name and logo. I also confirm that I am authorized to agree to a third party using our company name and logo
- I confirm that Aaron Wallis Recruitment and Training Limited can advertise vacancies (at no cost to us) confidentially on our behalf.
- As this role is confidential I do not wish Aaron Wallis Recruitment and Training Limited to advertise our vacancies

Agreement to Terms

I confirm that the information supplied to Aaron Wallis Recruitment and Training Limited may be used for Recruitment and Consulting purposes under the Data Protection Act

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

Signed:

.....

Name:

.....

Position:

.....

Date:

.....

On behalf of:
(Company Name)

.....

Signed:

.....

Name:

.....

Position:

.....

Date:

.....

On behalf of **Aaron Wallis Recruitment and Training Limited**