

These Terms and Conditions of Business are between Get Recruited (UK) Limited (and any other associated Get Recruited companies) (hereinafter called the AGENCY) and the Employer Client (hereinafter called the CLIENT) and are deemed to be accepted by the Client by virtue of an interview or the engagement of an applicant introduced by the Agency. The Client shall notify and provide written evidence to the Agency within 3 hours if the Work Seeker has applied directly to The Client or if they have already been introduced by another recruitment agency or recruitment business, otherwise the Introduction will be deemed to have been made by the Agency. No variation in price will be accepted unless the Client has obtained the Agency's prior written approval. All information provided is subjected to Get Recruited (UK) Limited's Privacy, Modern Slavery and Equal Opportunities policies which can be found on our website at www.get-recruited.co.uk. The Agency reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on the website immediately.

SUPPLY OF PERMANENT STAFF

1. In these Terms of Business the following definitions apply:

- "Engagement"** means the engagement, employment, or use of an applicant on a permanent, temporary, self employed, work experience, work trial, freelance or commission only basis, whether under a contract of service or for services, under an agency, licence, franchise or partnership agreement or any other engagement or where applicable if the applicant has become incorporated, the engagement of that limited company, or become a partner, the engagement of that partnership;
- "Introduction"** means the identification of an applicant on a permanent, temporary, freelance, self employed or commission only basis to the Client by one or more of the following methods: (a) verbally; (b) the submission of written details; (c) the applicant attending an interview;
- "Regulations"** means the Conduct of Employment Agencies & Employment Businesses Regulations 2003;
- "Relevant Period"** means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Agency to the Client. Where there is a break of 42 days or longer, this will be taken as the first day of an engagement and a new relevant period will commence; where there are breaks of less than 42 days the relevant period commences from the first day of work of the first engagement.
- "Discounted Fee"** means any discount of the scale of fees shown in clause 4.

2. Client agrees:

- a) To notify the Agency immediately an Engagement is accepted; and
- b) To pay the fee of the Agency within 14 days of the date of the invoice
- c) To notify the Agency of an invoice dispute within 10 days of the date of the invoice, all disputes must be reported in writing to the Agency. Failure to dispute within this time period will result in the Agency rejecting any dispute.

The agency reserves the right to charge interest on any overdue amount from the date which payment was due to the date of actual payment (whether before or after judgment) pursuant to the rate of interest prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 and reimburse to the agency all costs and expenses (including legal costs) incurred in the collection of any sums due.

3. For the purposes of the Regulations the Agency is engaged by the Client as an Employment Agency as defined in the Regulations.
4. The fee payable to the Agency by the Client for the introduction of an applicant is based on the remuneration which the applicant is entitled to earn during the first 12 months of his/her engagement by the Client. Shorter term or fixed term contracts of less than 12 months shall be charged on an annualised basis, for the avoidance of doubt, a 6 month contract shall be charged at the equivalent annual remuneration rate. Part time positions shall be charged on the full-time hours equivalent annual remuneration, for the avoidance of doubt, full time hours will be calculated as 40 hours per week multiplied by 52 weeks. Remuneration includes all taxable emoluments payable to or receivable by the applicant for services rendered to or on behalf of the Client, this includes car allowances. Where the applicant is offered a company vehicle, £8000 will be added to the salary for the purpose of calculating the fee. Upon written request by the Agency, the Client must, within 24 hours, provide a copy of the offer letter, contract of employment, and any accompanying correspondence directly related to the offer issued to the Applicant.

The scale of fees are listed below and are subject to VAT for all remuneration levels

<u>Remuneration</u>	<u>Rate</u>
Up to £49,999	30%
£50,000 - £99,999	35%
£100,000 +	40%

Self Employed, Freelance & Commission Only Agent positions shall be subject to a £15,000 + VAT minimum fee.

<u>Retained Assignments</u>		(Fees are applied in accordance with the Scaler of Fees and are subject to the standard terms and conditions of business. Fees for "Retained Assignments" do not include advertising costs and other expenses)
Retainer	1/3	MINIMUM FEE APPLICABLE
Shortlist	1/3	
Completion	1/3	

Without prejudice to any other rights of the Client, if the Client fails to pay the invoice by the due date, the Client shall not be entitled to the discounted fee shown in that invoice or in the written schedule of agreement and shall be liable to pay the full fee as stated on the invoice. In the event that a discounted fee is applied to a specific vacancy by a written schedule of agreement, should the Client engage an applicant introduced by the Agency for any other position then the Agency will be entitled to charge a fee in accordance with the above scale of fees.

- 5. If the Client fails to notify or disclose to the Agency of an Engagement of an introduced applicant, in accordance with clause 2a, then the Agency reserves the right to charge the Client the fee calculated in accordance with paragraph 4 which shall be payable immediately. If the Client fails to inform the Agency of the remuneration payable to an applicant following an Engagement then the introduction fee payable under this clause will be the higher of maximum remuneration specified by the Client for the vacancy or the applicant's maximum salary expectation specified in the CV supplied to the Client by the Agency. No Credits or Rebates on an introduction fee will be made to the Client in the event of subsequent termination of such engagements.
- 6. 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 Agency a minimum fee of 15% of annual remuneration.
- 7. Introductions are confidential. The passing on of an introduction to another employer, associate or any affiliated party, which results in an Engagement renders the Client liable to payment of the Agency's introduction fee as set out in Paragraph 4 with no entitlement to a rebate credit or credits.
- 8. An introduction fee calculated in accordance with Paragraph 4 of these terms will be charged in relation to any applicant engaged by the client that has been introduced by or through the Agency, even if the introduction has been made indirectly. The fee is payable where the Agency have submitted the application of the applicant even if the applicant subsequently applies to the Client by any other source within a 12 month period from the date of the Agency's Introduction. In such cases no rebates will be covered under the guarantee set out in paragraph 12.

- 9 Should the Client or any subsidiary, holding company or subsidiary of such holding company subsequently re-engage the applicant within the period of 12 calendar months from the date of termination of an Engagement or withdrawal of an offer, a further fee calculated in accordance with paragraph 4 becomes payable, with no entitlement to refund, rebate or rebate credit.
10. The Client shall make all payments due under the Contract without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client. No payment shall be deemed to be received until the Agency has received cleared funds. All sums paid to the Agency are non-refundable.
11. As directors you guarantee to pay personally any fees (including disbursements) for services provided to the company that the company is unable to pay. This clause shall become effective in the event that the agency is forced to take legal recovery action or a receiver or liquidator is appointed to the company or the company otherwise being wound-up.
12. Should the relevant employment terminate before the expiry of 8 weeks the fee will be credited in accordance with the accompanying scale of rebate provided that the Client notifies the Agency in writing within 7 days of the termination of employment and has paid the Agency's fee within 14 days of the date of invoice. The client must send notifications to accounts@get-recruited.co.uk and provide the applicants employment start & end dates including any notice periods, the reason for the termination and copies of the termination letter or in circumstances of resignation, the Applicants resignation letter and the acknowledgement letters sent by the Client to the applicant. Such notification is only considered as received upon written acknowledgement from the agency. The Client is not entitled to a rebate credit in circumstances where the reason for termination or resignation is due to redundancy or threat of redundancy or where the contract of employment is brought to an end, directly or indirectly, coinciding with a wider redundancy program.

For engagements terminating during or at the end of: *Percentage Rebate Credit*

Up to 4 Weeks	50%
Up to 8 Weeks	25%

Unless an amended scale of rebate has been specifically agreed via a written schedule of agreement by the agency. All rebates are subject to a £250 + VAT administration charge.

Where the Client is entitled to a Rebate Credit the Agency will provide a credit note to the Client to be utilised against future permanent recruitment services. The credit note will be valid for use within one year from the date that the Agency confirms that all of the Rebate Conditions have been complied with; it is a credit note only, no cash refunds or otherwise will be made by the Agency. For the avoidance of doubt, the credit cannot be used against any invoice that has already been raised or any invoices due to be raised for offers of engagement that have already been extended to an Applicant.

13. The Agency endeavours to ensure the suitability of the applicant introduced to the Client. The Client shall notwithstanding satisfy him/herself as to the suitability of any applicant and shall take up any references provided by the applicant and/or investigations into the medical history of any applicant and satisfy any medical or other requirements or qualifications required by law.
14. The Agency shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client for the introduction by the Agency to the Client of any applicant or the engagement of any applicant by the Client. To help the Agency make credit decisions and to prevent fraud and money laundering the Agency may search the files of credit reference agencies in respect of the Client and such agencies may record any credit searches on the Client's files.

RETAINED ASSIGNMENTS

15. Fees shall be payable by the Client for a retained assignment as more fully described in the Scale of Fees section above ("Retained Assignment"), in accordance with the Scale of Fees. These fees shall be invoiced in three parts with a) the first part, the "Retainer", amounting to one third of the estimated total fee, to be invoiced on commencement of the Retained Assignment, b) the second part, the "Short-List", amounting to one third of the estimated total fee, to be invoiced on presentation of a short-list and c) the third part, the "Completion", being the balance of the fee, to be invoiced on the day that an Applicant commences employment with or otherwise works for or on behalf of the Client.

In the event that a Retained Assignment is subsequently cancelled by the Client, or the Client, for any reason, alters materially (in the view of the Agency) the terms of reference submitted to the Agency then, in addition to the full amount of the fees payable in accordance with the Scale of Fees, the Client shall pay an additional fee of ten per cent of the Gross Annual Remuneration Package, plus all advertising costs and other expenses incurred by the Agency (such remuneration and advertising costs shall be agreed at the commencement of the Retained Assignment).

16. This service, as referred to in clause 15 above, is particularly suitable for senior, middle ranking or specialist appointments and generally involves combining an advertising campaign with a Database Search. For a Retained Assignment, the Agency obtains detailed information about the Client's requirements and agrees an applicant specification. The Agency can then advise whether any advertising is necessary and combine this with a Database Search and networking facility as required.

The Agency then analyses the response and ensures that prospective applicants are fully advised about the specific requirements of the Client. All suitable candidates will be interviewed by the Agency and then an interview report on short listed Applicants will be prepared and submitted to the Client.

The Agency maintains close contact with the Client throughout the entire process, arranging meetings and providing feedback to ensure a successful completion of the Retained Assignment. The quality management program ensures a most cost effective and reliable recruitment process.

Due to the commitment made by the Client, by the payment of a Retainer, the Agency can treat the campaign as high priority which will then take precedence over Database Search assignments.

SUPPLY OF TEMPORARY STAFF

17. For the purposes of the Regulations, the Agency is engaged by the Client as an Employment Business as defined in the Regulations. If following a temporary assignment the Client wishes to employ a Temporary Worker on a permanent basis the Agency shall act as an Employment Business and a fee will be charged in accordance with paragraph 21.
18. The Client agrees to pay the hourly charge of the Agency and to verify and sign the Agency's timesheets each week in respect of the number of hours worked by the Temporary Worker on an assignment including any days of instruction or training which are required to enable the Temporary Worker to discharge the obligations under the assignment. Signature of such timesheets by the Client constitutes acceptance that the Temporary Worker has worked satisfactorily the hours indicated on the timesheet. Failure to sign the timesheet does not absolve the Client's liability to pay for the hours worked. Travelling, hotel, or other expenses as may be agreed shall be itemised on the Agency's invoice in addition to this charge. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. Details of charges are available on application and are calculated on an hourly basis at rates varying according to the skill requirements of the task. VAT shall be charged in addition.
19. Charges, which largely represent remuneration paid, are invoiced weekly and are payable within 7 days of the date of invoice. Time of payment shall be of the essence.
20. The Agency assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance, Holiday Pay and the administration of Schedule E Income Tax (PAYE) applicable to the Temporary Worker as required by law.
21. If following an Introduction by the Agency there results in an Engagement by the Client of a Temporary Worker, or the introduction by the Client of a Temporary Worker to any third party results in an Engagement the Agency reserves the right to charge the Client a fee in accordance with the scale of fees for the Terms of Business for the Introduction of Permanent Staff paragraph 4 save that:
 - a) If the subsequent Engagement is by the Client (but for the avoidance of doubt not a third party), the Client may opt to have the Temporary Worker

supplied for a new or extended period of hire of 26 weeks where no fee would be payable; and/or

- b) If the Temporary Worker was previously supplied on assignment, the Engagement (for the avoidance of doubt by the Client or third party) must occur within the Relevant Period.

Any such fees are due for payment immediately and the provisions of paragraphs 17 and 18 shall apply in relation to any obligations under this paragraph 21. Where the amount of the annual commencing remuneration is not readily ascertainable, for the purposes of calculating a fee under Terms of Business for the Introduction of Permanent Staff paragraph 4, the fee will be calculated by taking the highest hourly charge payable by the Client to the Agency multiplied by 37.5 to give a weekly rate, then multiplied by 52 to give annual remuneration.

22. No rebate will apply where a temporary placement is engaged as a permanent employee then subsequently terminates the employment, on the basis that the client has had occasion to assess the employee's suitability.
23. Unless otherwise agreed with the Agency in writing at the time of booking, the Client shall ensure work undertaken by the Temporary Worker on Assignment complies with and shall not do and shall refrain from doing or encouraging the Temporary Worker to do anything in breach of the provisions of the Working Time Regulations 1998. The Client shall indemnify the Agency against all losses, costs (including legal costs), damages, expenses, orders, awards or other payments (including interest) of every kind arising out of the Client's failure to comply with the provisions of this paragraph 23 and any claim by the Temporary Worker that during the period in which the Temporary Worker worked on Assignment for the Client, such work was outside the provisions of the Working Time Regulations 1998.
24. Whilst every effort is made by the Agency to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Workers and further to provide them in accordance with assignment details, no liability will be accepted by the Agency for any loss, expense, damage or delay arising:
- a) From any failure to provide any Temporary Worker for all or part of the period of assignment, or
- b) (Insofar as it is legally possible to exclude such liability) from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker(s) provided.
- c) Any loss, expense or damage caused directly or indirectly by any act or omission whether wilful or otherwise

These three sub-clauses are to be considered as separate distinct and severable from each other.

25. The Client shall notwithstanding take up any references provided by the Temporary Worker and/or investigations into the medical history and background to satisfy itself as to the suitability of the Temporary Worker prior to a permanent engagement.
26. Without prejudice to the generality of Paragraph 23 the Agency and the Client agree that the Temporary Worker will not be involved with the handling of money, securities, valuable or negotiable instruments except at the sole risk of the Client.
27. The Client shall supply to the Agency, within sufficient time to enable the Agency to comply with its own obligations whether under the Contract or the Regulations, such details of the nature of its business, the commencement date and duration or likely duration of the Assignment, the position including the type of work which the Temporary Worker would be required to do, the location, duration or likely duration and hours of work of the Assignment, all relevant qualifications and experience required, any relevant risk to health and safety and the steps which have been taken to prevent or control such risks any expenses payable by or to the Temporary Worker and any other relevant information which the Agency may require. Where the Client requires or may require the services of a Temporary Worker for night work or for more than 48 hours in any week, the Client must notify the Agency of this requirement at the time of booking. The Client shall immediately transmit to the Agency any new information which becomes available or any change in those details provided.
28. The Client will and will ensure all its employees, agents and sub-contractors are aware of and comply in all respects with all relevant, statutes codes of practice, by-laws, regulations and other requirements of any relevant governmental agency including the Working Time Regulations 1998 and those relating to health and safety, discrimination, victimisation or harassment and shall not and shall refrain from doing or encouraging others to breach the same and will assist the Agency in complying with its obligations thereunder and will not do anything to cause the Agency to be in breach of its obligations whether under these Terms of Business, any statutory provisions and in particular, the Regulations.
29. The Client shall design and implement safe working practices and safe systems of work for all the activities covered by the Assignment. The Client shall ensure that such policies and practices are extended to cover all visitors including the Temporary Worker and any employee or sub-contractor of the Agency or third parties invited on to the Client's site by the Agency.
30. The Client shall be responsible for ensuring any appropriate training is given to the Temporary Worker in order for the Temporary Worker to perform its obligations under the Assignment before the Temporary Worker commences the Assignment. The specific training given by the Client to the Temporary Worker pursuant to this paragraph shall not relieve the Client of any of its obligations under this Contract.
31. The Client shall in relation to all persons, including without limitation, the Temporary Worker affected or likely to be affected by the execution of the Assignment to take such steps as are reasonably practicable to ensure their health and safety at all times including the carrying out of any risk assessment, tests and examinations as maybe necessary to ensure that any person who is in contact or is likely to come into contact with or otherwise affected by the Assignment is as far as reasonably practicable not exposed to any health and safety risk.
32. The Client shall maintain and make available for inspection by the Agency at reasonable times and by appointment all records and other documentation concerning health and safety and regulatory compliance relating to the Assignment and a copy of every notice or other communication received from or sent to any person or body concerning health and safety or regulatory compliance relating to the Assignment.
33. The Client undertakes to supervise the Temporary Worker(s) sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship.
34. a) Temporary Workers provided by the Agency are provided under contracts for services and are deemed to be under the direction, supervision and control of the Client from the time the worker commences the assignment (and for the duration thereof), and the Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise as though the Temporary Worker were on the payroll of the Client and the Client will in all respects comply with all statutes, the working time directive, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all assignments, but excluding the matters specifically mentioned in Paragraph 20 above.
- b) The Client shall indemnify and keep indemnified the agency against any costs, claims and liabilities incurred by the Agency arising out of the engagement of the Temporary Worker by the Client.
35. To help the Agency make credit decisions and to prevent fraud and money laundering the Agency may search the files of credit reference agencies in respect of the Client and such agencies may record any credit searches on the Client's files.

ASSIGNMENT

36. The Agency may assign, sub-contract or otherwise transfer this Contract or any part of it to any third party in its absolute discretion.
37. The Client shall not assign or transfer or purport to assign or transfer any of its obligations under these Conditions without the prior written consent of the Company

SEVERANCE

38. If any of the provisions of these Conditions shall be declared invalid or unenforceable in whole or in part by a competent court or other authority whose decisions shall have the force of law binding on the parties, the remaining provisions shall remain in full force and effect

These terms and conditions shall be governed by and construed in accordance with the law of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.