

CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

1. DEFINITIONS

1.1 In these Terms of Business the following definitions will 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 1985 to which the Applicant is introduced;

“Agency”

means Executives Online Limited of Staple House, Staple Gardens, Winchester. SO23 8SR;

“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 verbal or written 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”

means base salary or fees guaranteed to or receivable by the Applicant within the first 12 calendar months from the first day of the Engagement.

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 (irrespective of signature or not by the Client) 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, they shall 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. FEES AND NOTIFICATION

- 3.1 The Agency's fee structure is as follows:

(i) Full Time Executives (10 or more days/month)

The fee payable to the Agency by the Client for a single Introduction resulting in an Engagement of the Applicant is the amount equal to a percentage of the first year's Remuneration as below. VAT will be charged on the fee applicable.

Fees in total, unless otherwise agreed in writing, will amount to 30% of the first year's anticipated gross remuneration including any guaranteed elements such as, but not limited to, bonuses, commissions, car allowances, overseas premiums, living/accommodation allowances, profit share, 'signing on' fees and any other financial benefits or inducements.

The fee payable will be structured, unless otherwise agreed in writing, as follows:

£1,500 'Brief Fee' payable on commencement of the assignment. The Brief Fee is non-refundable and is deducted from the 'Completion Fee'.

The Completion Fee (balance) payable on the day the applicant enters into a binding contract of employment.

(ii) Non-Executive Directors/or Part-Time Executives (Less than 10 days/month)

The fee payable to the Agency by the Client for a single Introduction resulting in an Engagement for the Applicant is a minimum fixed fee of £12,500 plus VAT or as calculated per (i) above, whichever is the greater. The fee will be structured as per (i) above.

- 3.2 The Client agrees:

- (a) To notify the Agency immediately of any offer of Engagement which it makes to the Applicant;
- (b) To notify the Agency immediately that its offer of engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
- (c) To pay the balance of the Agency's fee within 14 calendar days of the date of the invoice or as otherwise agreed by electronic transfer to the account of Executives Online Ltd at Barclays Bank PLC.
- (d) Not to work with other recruitment agencies or search companies during the 4 weeks from agreement of the brief unless otherwise agreed.

- 3.3 (i) In the event that the shortlist does not provide a suitable Applicant, EOL will undertake the full recruitment process again in order to generate a more suitable shortlist.

(ii) If, upon interviewing the shortlisted Applicants (minimum 3 candidates), the Client decides for any reason (other than it is agreed between EOL and the Client that EOL cannot source the right Applicant for the role), which is outside the control of the Agency, to discontinue or cancel the recruitment process, the Client shall be liable to pay the Agency a fee equivalent to two-thirds of the expected Completion Fee (plus VAT).

(iii) If, after an offer of Engagement has been made to the applicant, the Client decides for any reason, other than unsuitable references, to withdraw it the client shall be liable to pay the Agency the expected Completion Fee (plus VAT).

3.4 If the Client engages an Applicant after previously withdrawing an original offer as referred to in clause 3.3(iii) (or if the Client ultimately engages an Applicant who initially declines an offer of Engagement but subsequently accepts it), a full fee, calculated in accordance with clause 3.1 above, becomes payable.

3.5 The Agency reserves the right to charge interest on invoiced amounts remaining unpaid after 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.

4. REFUNDS

4.1 Where the Applicant leave during the first 8 weeks of the Engagement (and this is not due to pregnancy, redundancy, illness, injury or corporate restructuring), the Agency shall endeavour to find one replacement candidate (as detailed in the recruitment brief, as per clause 6.1 or for the specific role in accordance with the engagement of the first applicant, as deemed by the agency) and subject to clause 4.2.

4.2 In order to qualify for a free replacement, referred to in clause 4.1, the Client must have paid the Agency's fee within 14 days of the date of invoice (or as otherwise agreed) and must have notified the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.3 Should EOL not find a replacement applicant it shall refund the fee paid under clause 3.1 above in the same proportions as the unworked period bears to 8 weeks (calculations being done to the nearest week).

5. INTRODUCTIONS

5.1 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 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.1.

5.2 An Introduction fee calculated in accordance with clause 3.1 above 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 6 months from the date of the Agency's Introduction.

6. SUITABILITY AND REFERENCES

6.1 The Client will provide the Agency with a recruitment brief which will include:-

- Introduction/Background - including brief overview of the company and project and reason for vacancy
- The job role
- Remuneration package
- Holidays
- Hours of work
- Notice period
- Reporting to
- Direct Reports/Team Size
- Key Tasks
- Start Date
- Location
- Candidate Profile: List of attributes, skills, experience, qualifications, "must haves" and "ideally haves"

6.2 The Agency shall use its reasonable 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 in the position which the Client seeks to fill. The Agency will use an external service provider to undertake a CV validation and background check.

6.3 All Applicants are given an express assurance that references will not be taken up, nor present or past employers contacted, without their express permission. Clients must respect this express assurance and not take up references or contact present or past employers without the express written permission of the Applicant or the Agency.

6.4 The Client is responsible for obtaining work permits and/or such permission for the Applicant to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of the 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.

6.5 Notwithstanding clause 6.2 above, the Client shall satisfy itself as to the suitability of the Applicant and (subject to clause 6.3 above) the Client shall take up any references provided by the Applicant to it or to the Agency before engaging such Applicant.

7. LIABILITY

7.1 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.

8. LAW

8.1 These Terms are governed by the law of England and Wales and both the Agency and the Client agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS whereof this Agreement has been executed on the date first before written by the undersigned persons who are duly authorised by the respective parties:-

For the Client:

By

Position

Signed

Date