

TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

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 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 whom the Applicant is introduced;
- “Agency”** means Syntax Consultancy Limited of Derwent Business Centre, Clarke Street, Derby, DE1 2BU;
- “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, license, franchise or partnership agreement; or any other Engagement;
- “Introduction”** means: 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 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 by the Client;
- “Remuneration”** includes base salary, 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.

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- a. These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.
- b. Unless otherwise agreed in writing by a Director of the Agency, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.
- c. No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of the Agency.

3. NOTIFICATION AND FEES

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 fees within 7 days of the date of invoice, or according to the payment terms set out on the 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, 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 7 days at the rate of 2.5% per annum above the base rate from time to time of Lloyds TSB Bank plc for business with less than 50 employees and 8% for business with over 50 employees from the due date until the date of actual payment.
- 3.4 The Fee Payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount equal to 25% of the remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable. This agreement will stand for all permanent recruitment (apart from executive or senior level appointments – see below) for 12 months, after which point it will be reviewed between Syntax and the Client.
- 3.5 For any executive or senior level search facility provided, a fee of 30% of the remuneration will be charged. An executive or senior level search is defined as a requirement that has a salary of £50,000 or greater.

4. REBATE PERIOD

- 4.1 If the Engagement terminates before the expiry of 6 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated in accordance with the Scale of Rebates below:

Scale of Rebate

Up to 2 weeks -	75%
Up to 3 weeks -	60%
Up to 4 weeks -	50%
Up to 6 weeks -	20%

(All subject to £50 minimum charge)

- 4.2 Should the Client or any subsidiary or associated Agency of the Client subsequently re-engage 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, with no entitlement to the refund.
- 4.2.1 The Hirer must pay the fee within 7 days. Failure to make payment within 7 days ensures no rebate will be due.

5. CANCELLATION FEE

- 5.1 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 sum equal to 50% of the agreed fee.

6. INTRODUCTIONS

- 6.1 Introductions of an Applicant is strictly 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 If the Client agrees that in this event they shall pay the Agency a fee of 40% of the anticipated first year's remuneration of the Applicant or a fee of £20,000, whichever is the greater. A third party includes, but not exhaustively, any associated company, subsidiary or other company with which the Client is connected
- 6.2 In the event following an Introduction by the Agency within 12 months of an Introduction, the Introduction fees become payable on the Engagement/ hire of services or employment of a Applicant, in the event of and including any Engagement which is made directly, indirectly or via another third party Agency an Engagement takes place whether or not such Engagement is conditional upon the passing of a probationary period. Should the Client fail to advise the Agency of the Engagement within 14 days of the start date of the Applicant, a fee

becomes payable at 40% of the anticipated first year's remuneration of the Applicant or £20,000, whichever is the greater.

- 6.3 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 12 months of leaving the Agency's service, the Client shall be liable to pay an Introduction fee to the Agency in accordance with clause 6.1 & 6.2
- 6.4 Where the amount of the actual remuneration charge 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.

7. SUITABILITY & REFERENCES

- 7.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this 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 shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant and satisfying any medical and other requirements or qualifications required by the law of the country in which the Applicant is engaged to work.

8. LIABILITY

- 8.1 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 a 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 Agency does not exclude liability for death or personal injury arising from its own negligence.

9. LAW

- 9.1 These Terms are governed by the Law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.