

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

These Terms of Business shall apply to the services provided by us, GEORGE LEE Limited , Company Number 6353355, whose registered office is Southernhay House, 36 Southernhay East, Exeter, EX1 1NX (“the Company”), to you (“the Client”) and a request by you for, or acceptance of, any part of the services described in Clause 1 shall be deemed to be acceptance of these terms by you even if they are not signed by you. No variation to these terms shall be valid unless given in writing and approved by a director of the Company.

Services provided

1. We provide services relating to:
 - (a) finding individuals to be candidates (each “the Candidate”) for Employment by you or by any subsidiary or associated company of yours (and when providing these services we are acting as an “employment agency” under the Employment Agencies Act 1973), and/or
 - (b) finding and providing to you (or to any subsidiary or associated company of yours) the services of individuals (each “the Contractor”) and in so doing, to the extent that the services of the Contractor are such that the Employment Agencies Act 1973 applies, we are acting as an “employment business” under that Act, and/or
 - (c) finding and providing to you (or to any subsidiary or associated company of yours) the services of contracting companies (each “the Contractor”) and in so doing, to the extent that the services of the Contractor are such that the Employment Agencies Act 1973 applies, we are acting as an “employment business” under that Act.

Definitions

2. In these Terms of Business, the following expressions have the meanings stated.

“Assignment”	means a piece of work which the Contractor is to carry out for the benefit of the Client as specified in an Assignment Schedule.
“Assignment Schedule”	means the document bearing that title which sets out the particulars of an Assignment including the name of the Client, the name of the Contractor, the names of the initial Consultants, and the fee rate payable by the Client.
“Candidate”	has the meaning assigned in Clause 1.
“Client”	has the meaning assigned in Clause 1.
“Company”	has the meaning assigned in Clause 1.
“Consultant”	means any individual employed by, or otherwise acting as the agent of, a Contractor and who the Contractor uses or at any time identifies to the Client or the Company as someone who might be used in the execution of an Assignment by the Contractor, and for the avoidance of doubt, an individual Contractor who personally carries out any part of an Assignment is then a Consultant.
“Contractor”	has the meaning assigned above.
“Employment”, “Employed”	means employment under a contract of service or engagement under a contract for services.
“Introduced”, “Introduction”	in relation to a person (whether an individual person or a company) means the passing to the Client of a curriculum vitae or other information, which identifies the person; or the interview of the person by the Client or by a representative of the Client, by telephone or in person. Where the person has agents or employees, the expression includes the passing to the Client of a curriculum vitae or other information, which identifies any agent of or individual employed by the person; or the interview of an employee or agent of the person by the Client or by a representative of the Client, by telephone or in person.
“Opted-out Contractor”	means a Contractor which, being a company, has agreed with the Consultant who is or would be supplied by the Contractor to carry out the Assignment (being an Assignment to which regulation 32(12) does not apply) that the Conduct of Employment Agencies and Employment Businesses Regulations 2003 shall not apply, and who has given notice of that agreement to the Company before the introduction or supply of the Contractor or Consultant to the Client, and has not given notice of withdrawal of such notice (or has given a notice of withdrawal which has not yet taken effect by reason of regulation 32(11) of the Regulations).
“Placement of Permanent Staff”	means the services described in paragraph 1(a) whether or not the Employment of the Candidate by the Client is, or is expected to be, permanent.
“Provision of the services of Contractors”	means the services described in paragraphs 1(b) or 1(c).

TERMS APPLICABLE TO PLACEMENT OF PERMANENT STAFF

Introduction Fee

3.1 Where an Candidate commences Employment with the Client within 12 months of being Introduced by the Company, a fee of a percentage (as set out below) of the Candidate's initial annual remuneration, plus VAT but subject to a minimum fee of £2,000 plus VAT will be payable to the Company by the Client upon commencement of Employment. For the purposes of this clause, "initial annual remuneration" is gross salary plus, if a company car is provided, a notional amount of £4,000. Gross salary shall be computed on the basis of 12 times the monthly, or 52 times the weekly, remuneration. In the case of Employment remunerated at an hourly rate, for the purposes of calculating the weekly remuneration, the number of hours per week shall be the number of hours specified as the basic week upon notification of the vacancy to the Company or, if none were specified, then 40 hours per week.

Initial annual remuneration	Fee
Up to £24,999	17%
£25,000 - £44,999	20%
£45,000 - £59,999	25%
£60,000 +	30%

3.2 Within 7 days of the offer of Employment to any Candidate who was Introduced by the Company, and again within 7 days of the commencement of Employment of any such an individual in respect of whom a fee is payable, the Client shall notify the Company in writing specifying the name of the individual and his rate of remuneration. If the Client shall fail to disclose details of the remuneration, the Company shall be entitled to estimate the likely remuneration and to charge its fee based thereon.

Refunds of Introduction Fee

4.1 The Company will render an invoice for the fee. Invoices are payable within 7 days. Where the Candidate's Employment with the Client terminates within 12 weeks of commencement a partial refund of the fee is payable in certain circumstances (specified in clause 4.2). However no partial refund is payable under any circumstances unless the invoice for the fee was paid in full by the Client within 7 days.

4.2 A partial refund will only be payable if the Candidate has left the Client's Employment of his own volition or is not suitable for the post. Without prejudice to the generality of the foregoing no partial refund will be payable if the Candidate's Employment with the Client terminates by reason of redundancy or because there is insufficient work.

4.3 If the Candidate's Employment with the Client terminates on a date which is 8 weeks or less after commencement, 50% of the fee will be refunded. If termination occurs more than 8 weeks but no more than 12 weeks after commencement, 25% of the fee will be refunded. No refund is payable if termination occurs more than 12 weeks after commencement. For the purposes of this clause a week is a period of 7 days commencing on the day of the week that employment commenced and termination means the date on which the contract of Employment came to an end. For the avoidance of doubt where Employment is terminated by notice, termination does not occur until the notice period has expired and this is so whether the Candidate is actually working during the notice period or is on "garden leave", so that, for example, where a Candidate commences Employment on Monday of week one and, on the Monday of week five, gives four week's notice, Employment terminates on the first day of the ninth week.

4.4 Where a Candidate's employment with the Client terminates within 12 weeks of commencement and the Candidate is subsequently re-Employed by the Client less than 12 months after the date of termination, no partial refund is payable or, if a partial refund has already been paid by the Company to the Client, the Client shall pay back to the Company the amount of the partial refund.

Other circumstances in which a fee is payable

5.1 The fee specified under clause 3.1 shall also be payable **(and no partial refund shall be payable in any circumstances)** where the engagement of the individual Introduced by the Company is not directly by the Client, but is by any third party acting at the direction of or by arrangement with the Client or as a result of the passing on of an Introduction by the Client or any other disclosure by the Client of information concerning the individual. For the purposes of this clause an engagement shall include a request for services or an offer of Employment on a permanent, contractual, self-employed or other basis whether directly or through any body corporate or unincorporate or third party or other employment agency or employment business or the acceptance of the services of the individual under any circumstances (other than as a Consultant of a Contractor whose services are provided by the Company within the terms of Clause 1(b) or 1(c))

5.2 CANCELLATION FEE

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 5% of the Remuneration.

Suitability of Candidates

6. The Company endeavours to Introduce Candidates who are likely to have the qualifications and/or experience sought by the Client but the Client is responsible for selecting Candidates for interview and for ensuring, by interview, by its own enquiries, by taking up references, or otherwise as the Client shall see fit, the suitability of any Candidate before

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the Client makes an offer of Employment to that Candidate, and the Company cannot accept any responsibility for the failure of any Candidate to comply with the Client's requirements or expectations in any respect.

Payment

- 7.1 The Company's terms are strictly 7 days net from date of invoice. No discount is allowed for earlier payment.
- 7.2 Any sum overdue for payment from the Client to the Company shall bear interest at the rate of 4% per annum above the Lloyds Bank Base Rate applicable at the time, from the due date until the date of actual payment.

Exclusion of Liability

- 8.1 The Company shall not be liable for any loss of profits, loss of contracts or consequential loss whatsoever and howsoever caused.
- 8.2 The Company shall not be liable for any loss or damage arising from any act or omission of any Candidate. The parties agree that this clause is reasonable in view of clauses 6 and 14.4 and in view of the fact that in the case of a Candidate who accepts an offer of Employment by the Client, the Client will have a direct contractual remedy for breach of any term of its contract of Employment with the Candidate.
- 8.3 Any concerns which the Client may have regarding the work carried out by the Contractor should be raised by the Client directly with the Contractor, and the Company shall not be liable for any loss or damage arising from any act or omission of any Contractor or Consultant. The parties agree that this clause is reasonable in view of clauses 7.1, 8 and 14.4 and in view of the fact that the terms in the contract between the Company and the Contractor which relate to confidentiality, ownership of intellectual property, carrying out the Assignment efficiently, with reasonable care and skill, and not ceasing work before completion without having given the required period of notice (where the Assignment can be terminated early by notice), are enforceable directly by Client under the Contracts (Rights of Third Parties) Act 1999.
- 8.4 If a Candidate or Contractor fails to provide services to the Client, the Company shall use its best endeavours to find and Introduce a suitable replacement if so requested by the Client.
- 8.5 The Company shall not be liable for non-performance in whole or in part of its obligations hereunder, if such non-performance is due to or arises from any cause beyond the control of the Company including, without limitation, Act of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike, labour dispute, illness, flood, fire, tempest or failure of subcontractors or others to honour their obligations to the Company.
- 8.6 The Company reserves the right to withdraw a Contractor from an Assignment at any time without incurring any liability. The Company shall use its best endeavours to find and Introduce a suitable replacement if so requested.
- 8.7 The Client shall indemnify and keep indemnified the Company against all costs claims or liabilities incurred by the Company arising out of any Assignment and/or as a result of any breach of these Terms of Business by the Client.

General

- 9.1 Information disclosed by the Company to the Client concerning Candidates, Contractors and Consultants shall be treated by the Client as confidential and shall only be used by the Client for the purposes of considering whether or not to Employ such Candidates or use the services of such Contractors and their Consultants via an arrangement with the Company.
- 9.2 These Terms of Business shall be subject to English Law and to the jurisdiction of the Courts of England and Wales.

Signed.....

For and on behalf of GEORGE LEE LIMITED

Name:

Position:.....

Date.....

Signed.....

For and on behalf of the Client

Name:.....

Position.....

Name of Client:.....

Date:.....