

**TERMS OF BUSINESS FOR THE INTRODUCTION OF
PERMANENT OR TEMPORARY STAFF
TO BE DIRECTLY EMPLOYED BY THE CLIENT**

SCHEDULE I: TERMS OF BUSINESS

I. DEFINITIONS

I.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;
- “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. Also referred to as “you or your”;
- “Agency”** means Eardley Wilmot of 136 Bedford Hill, LONDON SW12 9HW, also referred to as “we, us, or our”;
- “Engagement”** means the engagement, employment or use of the Applicant by you 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) Your interview of an Applicant in person or by telephone, following your instruction to us to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ 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. Where the Client provides a company car, a notional amount of £2,000 will be added to the salary in order to calculate the Agency's fee.

- 1.2 Unless the context requires otherwise, references to the singular include the plural. 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 you and us and are deemed to be accepted by you 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 EW, these Terms of Business prevail over any other terms of business or purchase conditions put forward by you.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between EW and the client, set out in writing and a copy of the varied terms is given to you. This will state the date on or after which such varied terms shall apply.

3 NOTIFICATION AND FEES

- 3.1 You agree:
- a) To notify us immediately of any offer of an Engagement which you make to the Applicant; to notify us immediately that your offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to us; and
 - b) To pay our fee within 14 days of the date of invoice.
- 3.2 Except in the circumstances set out in clause 5.1 below and in the case of retained services for executive search (where payment is made in advance) you incur no fee until the Applicant commences the Engagement when we will render an invoice to you for our fees.

For retained services for executive search services, unless otherwise agreed with Eardley Wilmot in writing, you agree the following payment structure:

1/3 on acceptance of EW to carry out the assignment
1/3 on presentation of shortlist candidates
1/3 on commencement of engagement

- 3.3 We reserve the right to charge interest on invoiced amounts unpaid for more than 14 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 us by you for an Introduction resulting in an Engagement is calculated in accordance with the Fee Structure calculated on the Annual Remuneration for a full-time position. VAT will be charged on the fee if applicable. No reduction in fee is given for part time positions of less than 37.5 working hours per week.

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee is calculated in accordance with the Fee Structure calculated on the Annual Remuneration for a full-time position during the Engagement. VAT will be charged on the fee if applicable. No reduction in fee is given for part time positions of less than 37.5 working hours per week.

If the Engagement is extended beyond the initial fixed term or if you re-engage the Applicant within 6 calendar months from the date of termination of the first Engagement you shall be liable to pay a further fee calculated in accordance with the Fee Structure with no entitlement to refund.

3.6 If you subsequently engage or 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.

4 UNCONDITIONAL GUARANTEE PERIOD

Please note that the following guarantees do not apply where discount has been given or conversion has taken place from Temporary to Permanent status

4.1 So long as the Introduction fee is received in full within 14 days of the invoice date, the following unconditional guarantee is given:
If the Applicant's employment is terminated (except where the Applicant is made redundant, or leaves as a result of an office relocation) within the guarantee period contained within the Fee Schedule, and so long as we had been paid within 14 days, a Free Replacement will be provided (subject only to any adjustment for any difference in remuneration). If this, for any reason (except where the Applicant is made redundant, or leaves as a result of an office relocation), is not achieved, then a full 100% refund of the introduction fee will be made for the whole of the guarantee period.

5 CANCELLATION FEE

5.1 If, after an offer of Engagement has been made to the Applicant, you for any reason withdraw it, you shall be liable to pay us a minimum fee of 5% of the Remuneration where the annual Remuneration is £19,999 or less and 7.5% of the Remuneration where the annual Remuneration is £20,000 or more.

- 5.2 In the case of retained services for executive search. If the client decides during the assignment for whatever reason you do not wish to continue to retain the services of EW, the next fee in the structure will become due, ie if after retainment the second tranche will become due, if after shortlist has been agreed, third and final payment will be due.

6 INTRODUCTIONS

- 6.1 Introductions of Applicants are confidential. The disclosure by you to a third party of any details regarding an Applicant introduced by us which results in an Engagement with that third party within 6 months of the Introduction renders you liable to payment of our 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 us, whether direct or indirect, within 6 months from the date of our Introduction.
- 6.3 Where the amount of the actual Remuneration is not known we 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 us by you and/or comparable positions in the market generally for such positions.
- 6.4 In the event that any employee of EW with whom you have had personal dealings accepts an Engagement with you within 3 months of leaving our employment, you shall be liable to pay an introduction fee to us in accordance with clause 3.4.

7 SUITABILITY AND REFERENCES

- 7.1 We endeavour to take all such steps as are reasonably practicable to ensure the suitability of any Applicant introduced to you and that the Applicant is willing to work in the position which you seek to fill.
- 7.2 At the same time as proposing an Applicant to you, we shall inform you of such matters in clause 7.1 as we 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 you.
- 7.3 We endeavour to take all such steps as are reasonably practicable to ensure that you and the Applicant are aware of any requirements imposed by law or any

professional body to enable the Applicant to work in the position which you seek to fill.

- 7.4 We endeavour to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either you or the Applicant for the Applicant to work in the position you seek to fill.
- 7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above you shall satisfy yourself as to the suitability of the Applicant and you shall take up any references provided by the Applicant to you or us before engaging such Applicant. You are 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 us to comply with our obligations under clauses 7.1, 7.2, 7.3 and 7.4 above you undertake to provide to us details of the position which you seek 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 you consider 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 you and what steps you have taken to prevent or control such risks. In addition you shall provide details of the date you require 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 you.

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 you seek 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, we 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 you and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If we are unable to do any of the above we shall inform you of the steps it has taken to obtain this information in any event.

9. LIABILITY

9.1 We 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 you arising from or in any way connected with us seeking an Applicant for you or from the Introduction to or Engagement of any Applicant by you or from the failure of us to introduce any Applicant. For the avoidance of doubt, we do not exclude liability for death or personal injury arising from our negligence.

10. LAW

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

SCHEDULE II: FEE STRUCTURE

Copies of our fee structure can be obtained by contacting Charlotte Wilmot at Eardley Wilmot on 020 8772 0138, or emailing her on charlotte@eardleywilmot.co.uk.

If the Engagement is extended beyond the initial fixed term or if you re-engage the Applicant within 6 calendar months from the date of termination of the first Engagement you shall be liable to pay a further fee based on the additional remuneration applicable for the extended period or re-engagement following the initial fixed term, or following any subsequent terms.

Optional Advertising Package

If you wish to advertise, we will be able to arrange client branded advertisements in the Trade Press, and also client branded online campaigns with job boards.

All campaigns will be agreed in advance with you and all the response will be received and managed by us. The advertising cost is an additional amount payable at the outset of the assignment and is payable prior to publication and subject to VAT if applicable.

SCHEDULE III: ACCEPTANCE

By notifying EW, whether or not in writing, of a vacancy, agreeing to meet or employ a potential employee introduced by EW an employer agrees to be bound by these Terms of Business.

Name and organisation:

Date: