

TERMS OF BUSINESS

PERMANENT RECRUITMENT

1. GENERAL

- 1.1 In these Terms of Business, 'INSIDE' shall mean **Inside Consultancy Ltd** and any other associated or subsidiary companies.
- 1.2 These Terms of Business relate to the Selection Recruitment Services for placing personnel in Permanent employment. For Contract Resourcing Services, please read separate Terms of Business.
- 1.3 "Client" shall mean the interviewer of an applicant, if a sole principal, the interviewer and the interviewer's then partner or partners, or the interviewer's principal or employer as the case may be.
- 1.4 "The interviewer" shall mean the person who interviews an applicant introduced by INSIDE.
- 1.5 "Recruitment campaign" shall mean a campaign carried out by INSIDE to recruit permanent staff for a Client.
- 1.6 "Search" shall mean being retained by the Client to find particular individuals, which may require advertising on a confidential basis.

2. ACCEPTANCE OF TERMS

- 2.1 The interviewing of an applicant introduced by INSIDE constitutes acceptance of these Terms of Business and an agreement by the Client to pay INSIDE's fee should an engagement of the applicant in any capacity occur.
- 2.2 For the purpose of these Terms an applicant shall have been "introduced" when INSIDE has supplied to a Client the name of an applicant who is currently seeking employment.
- 2.3 An interviewer warrants that he is duly authorised to agree these terms on behalf of his firm, principal or employer as the case may be.

3. NOTIFICATION

- 3.1 The Client shall notify INSIDE immediately the Client engages an applicant introduced by INSIDE.
- 3.2 The engagement of an applicant by the Client within twelve months following the introduction or any subsequent reintroduction of the applicant to the Client by INSIDE will constitute a contract between the Client and INSIDE upon these Terms of Business.

4. FEES

- 4.1 All fees are based on the first year's annual salary, which for the purposes of these Terms shall consist of the income guaranteed to the applicant by the Client, including shift allowance and bonuses, and annualised to calculate the first year's earnings. For jobs offering a commission element the salary will be calculated as the guaranteed monthly remuneration annualised, with a minimum value of £20,000. If a car is provided as part of the package a value of **£6,000** will be included in the annual total figure for fee calculation.
- 4.2 If a Client engages an applicant introduced by INSIDE, the Client shall pay to INSIDE the following recruitment fees:-

On salaries up to £23,999:	22.5%
On salaries £24,000 - £34,999:	25%
On salaries £35,000 & over:	30%

For applicants already engaged by the Client on a contract basis, to whom the Client subsequently offers permanent employment a fee of **30%** of the applicant's starting salary.

For Clients retaining the services of INSIDE for Search facilities, a retainer calculated at **10%** of the quoted annual salary for each person required, and a further **20%** fee for each person payable on starting with the Client. Reasonable Expenses incurred will be charged to the Client.

Unless otherwise specified and agreed by INSIDE in writing, all discounts will be limited to a maximum of 6 months and then the above rates will become effective.

5. PAYMENT

- 5.1 The Client shall pay all invoices in full in respect of recruitment fees and other charges made in accordance with these Terms of Business within seven days from the date thereof. Failure to make payment within the agreed payment days will make all concessions to become void and the full fees and standard Terms will come into force. INSIDE will be entitled to send additional invoices for the difference based on the date of the original invoice.
- 5.2 Value Added Tax or other duties or taxes payable in respect of the provision by INSIDE of its services hereunder shall be added to all invoices and shall be payable by the Client.
- 5.3 INSIDE shall be entitled to charge the Client interest on any invoiced amount which has not been paid within 7 days of the date thereof at the rate of **6%** above the base rate of the NatWest Bank Plc for the time

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being in force and such interest shall be calculated and charged with effect from the invoice date until the date of actual receipt.

6. TERMINATION OF THE ENGAGEMENT

6.1 In the event that the applicant is dismissed or leaves the Client's employment within eight weeks of commencement INSIDE will, subject to the provisions of paragraph 8.2, pay to the Client, a rebate equal to **12.5%** of the recruitment fee for each **full week unworked**. (ie one day=minimum one week being 1/8 of fee).

6.2 No rebate will be paid by INSIDE to the Client:

- If INSIDE is not notified immediately in writing of the date and grounds for the termination of the engagement, such notification to be sent to a Director at MDA House, The Grove, Slough, Berkshire SL1 1RH.
- If the recruitment fee and all other charges payable by the Client in respect of the engagement have not been or are not paid within seven days of the date of invoice;
- In respect of any termination of the engagement occurring after a period of eight weeks following its commencement date.
- in respect of fees payable under clause 9 below.

6.3 Every effort is made by INSIDE to introduce suitable applicants for the Client's vacancy but it is the responsibility of the Client and not of INSIDE to satisfy itself that the applicant has the qualifications and integrity of character required by the Client.

7. CONFIDENTIALITY

7.1 Introductions effected by INSIDE to the Client are confidential.

7.2 If the Client passes on an INSIDE introduction of an applicant to a third party, which results in the engagement of the applicant by the third party, the Client to whom the introduction was first made shall pay INSIDE a fee equal to the Recruitment Fee which the Client would have paid had the Client engaged the applicant.

7.3 The Recruitment Fee payable by the Client to INSIDE in accordance with clause 7.2 shall be based on INSIDE's best estimate of the applicant's starting salary with the third party, which estimate shall be binding on the Client unless, within seven days of the date of INSIDE's invoice to the Client, the Client proves to the reasonable satisfaction of INSIDE the actual amount of the applicant's starting salary with the third party.

8. LIABILITY

8.1 INSIDE accepts no liability for any loss or damage howsoever occasioned to anyone arising out of any act or omission by its agents or by any applicant.

8.2 It is the Client's responsibility to satisfy itself as to the correctness of any statement made.

8.3 The Client is (and INSIDE is not) responsible for taking up references in respect of an applicant and for taking all other reasonable steps which a prospective employer would take in like circumstances to secure the engagement of the applicant.

9. INSIDE PERSONNEL

In the event of the Client engaging or employing any person who was in the employ of INSIDE (whether on an employed or self employed basis) twelve months immediately prior to the engagement or employment of such person by the Client a fee calculated at 30% of the annual salary will be payable by the Client to INSIDE. This fee will not be rebated in accordance with clause 6 of these Terms of Business.

10. VARIATION

10.1 No variation of these Terms of Business may be made without the written agreement of a director of INSIDE. These Terms of Business replace and cancels all previous agreements unless a variation letter overrides.

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CONTRACT RECRUITMENT

1) DEFINITIONS

- 1.1 In these Conditions the following words and expressions shall where the context admits have the following meanings.
- 1.2 In these Terms of Business, 'INSIDE' shall mean **Inside Consultancy Ltd** and any other associated or subsidiary companies.
- 1.3 "the Client" shall mean any and every other party to the Client Contract ('the Contract') of which these Terms and Conditions form part and under which INSIDE shall provide the Client with the services of computer personnel ("The Supplier") for the term and at the rate set out in the Contract as the same may be varied from time to time by agreement in writing between the parties.
- 1.4 'The Term' shall mean the period from the Start Date to the Finish Date.
- 1.5 "Introduction" shall mean the introduction of a Supplier to the client who shall have been affected by INSIDE placing the client and the Supplier into direct contact by whatever means including but not limited to the arranging of an interview between the Client and the Supplier purports to negotiate direct with the client.
- 1.6 "Nominated Representative" shall mean the person nominated by the client to act on behalf of the client in all matters relating to the Contract.

2) QUOTATIONS

- 2.1 These conditions shall be deemed to be incorporated in any quotation submitted by INSIDE to the client.

3) INFORMATION

- 3.1 Whilst INSIDE has taken reasonable steps to ascertain that the information provided by INSIDE to the client in respect of the Supplier is accurate, INSIDE accepts no responsibility in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Supplier.

4) INTRODUCTIONS

- 4.1 Where, as the result of an introduction and at any time within twelve months thereof, the Client engages the services of the Supplier or procures, facilitates or is in any other way involved in the engagement of the services of the contract by a third party, the Client shall be deemed thereupon to have entered into a Client Contract with INSIDE and to have accepted and to be bound to these Terms and Conditions notwithstanding that at the time no written contract has been signed.

5) CONDITIONS OF WORK

- 5.1 On the start date, the client shall provide the Supplier with a copy of the client's general rules of employment (if any) or otherwise advise the Supplier thereof and during the Term, the Supplier shall conform to such rules provided that he shall have accepted the same on the Start Date.
- 5.2 The client will provide the Supplier with such working materials as may be necessary for the reasonable performance by the Supplier of his duties.

6) HOURS OF WORK

- 6.1 The Supplier shall maintain a record of hours worked on time sheets, which shall be provided by INSIDE. At the end of each working week the Supplier will submit a time sheet to the nominated representative of the client for agreement and counter-signature. The client will be provided with one copy of each time sheet so submitted and counter-signed.
- 6.2 The Supplier shall not work more than the standard hours in any week except with the prior approval or at the request of the nominated representative. Standard hours shall be charged to the client at the basic hourly rate.
- 6.3 Any hours in excess of the standard hours by the Supplier will be charged at overtime rate 1 and any hours worked by the Supplier on a Sunday, Bank or Public Holiday will be charged at overtime rate 2 or at such other rates as may be agreed between INSIDE and Client from time to time.
- 6.4 It shall be the Supplier's responsibility to present the approved and counter-signed time sheet to the INSIDE accounts department by Wednesday morning of the week following that in respect of which the time sheet has been prepared.
- 6.5 Counter-signature of a time-sheet by or on behalf of the client shall be conclusive as to the number of hours worked by the Supplier in the week to which it relates and the client shall pay in accordance with section 7 for all hours recorded on the time-sheet which shall have been so counter-signed.
- 6.6 The basic hourly rate and the overtime rates are exclusive of Value Added Tax and any other taxes.

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7) INVOICES AND PAYMENT

- 7.1 INSIDE will render invoices to the Client on a weekly basis. The invoices shall be prepared by reference to the number of hours worked by the Supplier and the Basic Hourly Rate and Overtime Rates. Value Added Tax or other duties or taxes payable in respect of the provision of the Supplier's services shall be added to all invoices and shall be payable by the Client.
- 7.2 The Client shall pay all invoices in full within fourteen days from the date thereof.
- 7.3 If the Client shall not have paid any invoice in full within thirty days of the date thereof INSIDE shall be entitled to withdraw the services of the Supplier forthwith.
- 7.4 INSIDE shall be entitled to charge the Client interest on any invoiced amount, which has not been paid within fourteen days of the invoice date at the rate of 6% above the base rate of NatWest Bank for the time being in force and such interest shall be calculated and charged with effect from the invoice date until the date of actual receipt.
- 7.5 INSIDE shall be entitled to charge for all expenses incurred by the Supplier in providing the services of the Supplier at a location other than the Working Address provided for in the Contract.

8) HOLIDAYS

- 8.1 The Supplier shall be entitled to one week's unpaid leave for every complete period of three months during which his services have been provided to the Client and such leave shall be taken at such times and for such periods as shall be mutually agreed between the Supplier and the Client.

9) CONFIDENTIAL INFORMATION

- 9.1 Any information and documents disclosed or made available to INSIDE or the Supplier by the client shall, unless otherwise agreed, be and remain the property of the client and shall be used only for such purpose as may be authorised by the client. Neither INSIDE nor the Supplier shall disclose such information or documents or any parts thereof to any other person, firm or company, without the prior consent of the client.
- 9.2 All plans, designs, specifications, keys, programs, software, price lists, lists of customers, technical literature, contract lists, correspondence, drawings, records, cards, tapes, statistics, and other documents provided by the client, together with all copies thereof shall be returned to the client on request and at the client's cost and, in any event, forthwith upon termination of the contract.
- 9.3 INSIDE reserves the exclusive right to any INSIDE methods, techniques and processes, which have a non-dedicated application which shall remain at all times the absolute property of INSIDE whether or not protected by copyright, patents, design registration or otherwise.
- 9.4 The client shall not at any time whether before or after termination of the contract divulge to any person and shall use its best endeavours to prevent publication or disclosure of any information communicated to it by INSIDE or the Supplier in respect of any INSIDE methods, techniques and processes or any other information relating to the business, finances, research, development, dealings, transactions, or affairs of INSIDE except in so far as such disclosures may be approved in writing by INSIDE.

10) LIABILITY

- 10.1 INSIDE shall not except in the case of injury or the death of any person be liable for any loss, injury or damage sustained directly or indirectly by the Client or by any third party howsoever caused nor shall INSIDE be liable to indemnify the Client against or contribute to claims made by any third party against the Client for any loss, injury or damage howsoever caused or arising.
- 10.2 INSIDE shall not be liable for failure to perform its obligations under the Contract if such failure results by reason of war, riot, explosion, fire, flood, strike, lock out, go slow, Acts or Regulations of Government, acts of terrorism, shortage of materials or labour or any cause beyond INSIDE's control.
- 10.3 INSIDE shall maintain in respect of the Supplier Public Liability Insurance up to a maximum of £2,000,000 and shall maintain such other insurance, as INSIDE shall consider necessary.
- 10.4 INSIDE shall not be liable for nor shall INSIDE effect or maintain any Policy of Insurance in respect of the erasure of information contained or otherwise stored on any storage media of the Client or of any third party.

11. PERFORMANCE

- 11.1 If the Client displays that the performance of the Supplier is unsatisfactory for reasons of technical incompetence the Client will send to INSIDE a detailed written explanation. If a Director of INSIDE is

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satisfied with the reasons given in the report the Contract will thereupon be determined and INSIDE will use its reasonable endeavours to provide a replacement Supplier of suitable experience and competence.

11.2 Upon termination pursuant to Condition 11.1 the Client shall pay to INSIDE all sums due in respect of hours worked by the Supplier up to termination.

12. CONTRACT RENEWAL

12.1 If the Client wishes to re-engage or retain the services of the Suppliers after the expiry of the Term the Client shall re-negotiate with INSIDE and with no other person.

13. TERMINATION

13.1 Subject as hereinafter provided the Contract will continue until the Finish Date.

13.2 Either party may terminate the Contract by giving not less than the number of week's notice specified on the face of the contract in writing to the other party.

13.3 If the Supplier shall become bankrupt or compounds with his creditors or (being a limited company) commences to be wound up (other than for the purposes of internal reorganization) or has a receiver, manager or administrator appointed the parties shall without prejudice to any other rights or remedies available to them be entitled by notice in writing forthwith to terminate the Contract.

13.4 Upon the termination of the Contract pursuant to Condition 11.1 or to this Condition INSIDE shall render to the Client an invoice in respect of all hours worked by the Supplier up to the date of termination in respect of which no invoice has hitherto been rendered and the Client shall pay the same in accordance with the provisions of Condition 7.

13.5 In the event that the Client gives notice under Condition 13.2 and does not require the Supplier to work during the period of notice, the Client shall pay to INSIDE a sum equal to the number of standard hours in the notice period charged at the basic hourly rate which will be invoiced by INSIDE and will be due for payment in accordance with Condition 7.

14. EMPLOYMENT

14.1 The Client shall not and shall procure that no subsidiary or associated company of the Client and no customer of the Client shall make any offer of employment to the Supplier without the prior written approval of INSIDE.

14.2 If the Client or any subsidiary or associated company of the Client or any customer of the Client shall engage the services of the Supplier or of any other member of INSIDE's staff whether as employee or as independent Supplier or as a member or employee of any company or firm, during the Term or within twelve months thereof the Client shall pay to INSIDE a fee of 30% of the starting annual salary of the Supplier or such other member of INSIDE's staff as the case may be.

15. SUBSTITUTION

15.1 The Client acknowledges and accepts that the Supplier has the right to supply one or more substitutes of equivalent expertise to work in place of the original personnel. The Client has the right to refuse to accept the substitute personnel if the substitute personnel are not acceptable to the Client.

15.2 Where substitution occurs, the other terms and conditions of this contract, and in particular (but not limited to) the Agreed Sum, will remain unchanged, unless otherwise agreed by both parties in writing.

15.3 In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, the Client is entitled to terminate the Contract forthwith.

16. RELATIONSHIP WITH SUPPLIER

16.1 The Client has no direct control over or responsibility for the Supplier's personnel except for measurement of work done by those personnel against the services detailed in the contract or against any other agreed plan of work. The supplier shall provide such reports as requested by the Client on a regular basis to allow the user to ascertain that all points of the specification are being fully carried out to the Client's satisfaction.

16.2 The Client acknowledges and accepts that the Supplier is in business on its own account and therefore may be engaged by other parties. The supplier warrants that any such engagement shall in no way impact upon the full performance of the contract.

17. VARIATION

17.1 No variation in these Conditions shall be effective unless it is incorporated in a written agreement signed by a director of INSIDE and a representative of the Client respectively.

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18. ENGLISH LAW

18.1 The Contract shall be deemed to have been made in England and shall be governed and construed according to English Law.

18.2 In the event of a dispute or difference arising from these Conditions or the interpretation thereof such dispute or difference shall be referred to arbitration by a single arbitrator mutually agreed between the parties, or failing such agreement, by an arbitrator nominated by the President of the Institute of Arbitrators. Any such arbitration shall be conducted in accordance with the Arbitration Act 1950 as amended.

19. NOTICES

19.1 Any notice to be given hereunder may be delivered or sent by first class recorded delivery post or facsimile or telex to the party to be served at the party's address appearing in the Contract or at such other address in the United Kingdom as that party shall notify. Any such notice shall be deemed to have been served:-

- (a) if delivered, at the time of delivery or
- (b) if posted, in the ordinary course of such post; or
- (c) if sent by facsimile or telex, at the time of receipt unless received after 5 p.m. on any day when it shall be deemed to have been served on the next following business day. In providing such service it shall be sufficient to prove that delivery was made or that the envelope containing such notice or document was properly addressed and posted as pre-paid first class recorded delivery letter or that the facsimile or telex was properly addressed and dispatched as the case may be.