

TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

1. Definitions and Interpretation

1.1. In these Terms the following definitions apply:

“Agency”	means Jane Urquhart Limited of 8 Plato Place, 72-74 St Dionis Road, London SW6 4TU, Registered in England no 6685318.
“Candidate”	means any person Introduced by the Agency to the Client for an Engagement, including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and including members of the Agency’s own staff and someone who may have been known or referred to that Client before the Introduction is made;
“Client”	means the person or persons, firm or corporate body (together with any subsidiary or associated company as defined within the Companies Act 1985) to whom an Introduction is made;
“Engagement”	means the engagement (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client or by any third party to whom the Client discloses information about the Candidate, 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; or through a limited company of which the Candidate is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“Introduction Fee”	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
“Introduction”	means (i) the passing by the Agency to the Client of a curriculum vitae or information which identifies the Candidate which leads to an Engagement of that Candidate or (ii) the provision by the Agency to the Client of any details of a Candidate whether in oral or written form and in respect of which the Client has contacted the Agency or the Candidate and/or interviewed the Candidate or has initiated any other contact in response to receiving such Candidate’s details, and “Introduces”, “Introducing” and “Introduced” shall be construed accordingly;
“Remuneration”	includes base salary or fees, car allowance or company car or equivalent, allowances, benefits, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client, with the exception of any performance related bonus scheme. Where the Client provides a company car or equivalent, a notional amount of £5,000 will be added to the gross salary in order to calculate the Introduction Fee. If the Candidate is not expected to work for 12 months then the Remuneration shall be calculated as if the Candidate as if the Candidate was expected to do so.

2. Scope of the Agreement

- 2.1. These Terms and Conditions of Business (“**the Terms**”) constitute the contract between the Agency and the Client for the introduction of permanent or temporary staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of the earlier of (i) the Client authorising or instructing the Agency to search for a Candidate in respect of a specified role; (ii) the Introduction or Engagement of a Candidate; or (iii) the passing by the Client of any information provided by the Agency about a Candidate to any third party.
- 2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Consultant or director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) 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 such varied terms shall apply.

- 2.4. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.
- 2.5. If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 2.6. Except as expressly provided in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

3. Notification and Fees

3.1. The Client agrees to:

- 3.1.1. notify the Agency immediately of any offer of an Engagement which it makes to the Candidate;
- 3.1.2. notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and
- 3.1.3. pay the Introduction Fee within the applicable period as set out in this clause 3.

3.2. For Engagements in the United Kingdom:

- 3.2.1. This sub-clause 3.2 shall apply where the Candidate's primary location of work during the Engagement is within the United Kingdom.
- 3.2.2. No Introduction Fee is incurred by the Client until the Candidate commences the Engagement, when the Agency will render an invoice to the Client, whether or not a written contract of employment/for services has been signed between the Client and the Candidate.
- 3.2.3. Invoices are strictly payable within 14 days of the invoice date.
- 3.2.4. The Introduction Fee is calculated in accordance with the following Fee Structure as a percentage of the gross annual Remuneration of the Candidate and is exclusive of Value Added Tax, which will be charged on the Introduction Fee at the standard rate where applicable.

FEE STRUCTURE

<i>Gross annual Remuneration</i>	<i>Fee</i>
Up to £35,000	18% + VAT
£35,001 – £50,000	20% + VAT
Over £50,000	25% + VAT

3.3. For International Engagements:

- 3.3.1. This sub-clause 3.3 shall apply where the Candidate's primary work location during the Engagement is outside the United Kingdom (an "**International Engagement**").
 - 3.3.2. The Introduction Fee is incurred on the commencement date of the Engagement and is payable within 7 days of the invoice date.
 - 3.3.3. The Introduction Fee is 25% + VAT (if applicable) of the gross annual Remuneration of the Candidate. Where the Client's invoice address is in the UK and/or the Engagement is undertaken in the UK, VAT will be payable on the Introduction Fee at the standard rate.
- 3.4. Where an Engagement is expected to last six months or more, it will be treated as a "**Permanent Engagement**" and the Introduction Fee will be payable in full.

3.5. Temporary Engagements:

- 3.5.1. Where an Engagement is expected to last less than six months (a “**Temporary Engagement**”):
- 3.5.1.1. The Introduction Fee is 25% + VAT of the equivalent gross annual Remuneration;
- 3.5.1.2. 1/52 of the Introduction Fee will be payable per week of the anticipated Temporary Engagement duration as at the Temporary Engagement commencement date.
- 3.5.2. Should the Client wish to extend a Temporary Engagement beyond the duration anticipated for the purpose of clause 3.5.1 above:
- 3.5.2.1. the Client agrees to notify the Agency within 7 days of the originally anticipated Temporary Engagement termination date that it is continuing;
- 3.5.2.2. a further 1/52 of the Introduction Fee will be payable for each additional week that the Temporary Engagement lasts. The Agency will raise fortnightly invoices for additional weeks of the Engagement, which are payable within 14 days of the invoice date. The Agency will automatically continue to raise fortnightly invoices unless and until the Client notifies the Agency that the Engagement has terminated;
- 3.5.2.3. if a Temporary Engagement is extended to six months or more in duration, it will be treated as a Permanent Engagement. The remainder of the Introduction Fee will be incurred on the six-month anniversary of the Engagement commencement date.
- 3.5.3. Should the Client wish to Engage a Candidate initially Engaged on a Temporary Engagement on a permanent basis:
- 3.5.3.1. The Client agrees to notify the Agency within 7 days of the commencement of the Permanent Engagement;
- 3.5.3.2. the Client shall pay to the Agency an Introduction Fee calculated using the gross annual Remuneration of the Permanent Engagement per clause 3.2 or 3.3 above, less any sums already paid under clauses 3.5.1 and 3.5.2 above.
- 3.5.4. If a Client Re-Engages a Candidate within six months of the termination of a Temporary Engagement:
- 3.5.4.1. Where the Re-Engagement is on a permanent basis, the full Introduction Fee less any payments made under clauses 3.5.1 and 3.5.2 above will be payable. The Agency will issue an invoice upon commencement of the Permanent Engagement, which the Client agrees to pay within 14 days of the invoice date.
- 3.5.4.2. Where a further Temporary Engagement commences, clause 3.5.2 shall apply as though the Temporary Engagement had continued, save that no fees will be payable to the Agency for the period when the Candidate was not Engaged by the Client, nor will such a period count towards the computation of the six month duration referred to in clause 3.5.2.3 above.
- 3.5.5. Under this sub-clause 3.5, parts of weeks worked will be rounded up to the next whole week.

3.6. Trials:

- 3.6.1. Where a Client wishes to Engage a Candidate on a trial basis before committing to a Permanent Engagement (“**a Trial Engagement**”):
- 3.6.1.1. the maximum Trial duration is four weeks;
- 3.6.1.2. the Client will pay to the Agency £150 + VAT per week;
- 3.6.1.3. if the Client wishes to Engage the Candidate on a permanent basis:
- 3.6.1.3.1. The Client agrees to notify the Agency within 7 days of the commencement of the Permanent Engagement;

- 3.6.1.3.2. the Client shall pay to the Agency an Introduction Fee calculated using the gross annual Remuneration of the Permanent Engagement per clause 3.2 or 3.3 above, less any sums already paid under clause 3.6.1.2 above.
- 3.7. If after an Engagement Offer has been made, the Client decides for any reason to withdraw it at any time prior to Engagement Commencement, the Client shall be liable to pay Agency a Cancellation Fee calculated as 10% of what the Introduction Fee to the Agency would have been under clause 3.2.4 or 3.3.3 above as applicable.
- 3.8. In the event that any Agency staff whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency or within three months of leaving the Agency, the Client shall be liable to pay an Introduction Fee to the Agency calculated in accordance with clause 3.2.4 or 3.3.3 above as applicable.
- 3.9. All invoices must be settled in full in GBP Sterling and for the avoidance of doubt, the Client is solely responsible for paying all bank transfer, currency conversion and other fees and charges so that the full amount of the invoice is received by the Agency.
- 3.10. The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date, including accrued interest, 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 late payment.
- 4. Replacements and Refunds**
- 4.1. In order to qualify for the following replacement or refund,
- 4.1.1. The Candidate must have commenced a Permanent Engagement;
- 4.1.2. the Client must have paid the Introduction Fee in the sums and by the times specified in clause 3 above; and
- 4.1.3. the Client must notify the Agency in writing of within 8 weeks of the commencement of the Engagement that the Client requests a replacement Candidate or a refund.
- 4.2. If a Permanent Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Candidate (i) is made redundant; (ii) resigns alleging discrimination, harassment or abuse; or (iii) where the Client terminates the Engagement on discriminatory grounds) the Agency shall select and Introduce replacement Candidates. If the Client Engages a replacement Candidate within three months of the notification in clause 4.1.3 above, no Introduction Fee will be payable in respect of one replacement Candidate Engaged in the same role as the previously Engaged Candidate.
- 4.3. Where the Client does not require a replacement or the Agency is unable to Introduce a suitable replacement within three months of the notification in clause 4.1.3 above, the Introduction Fee will be refunded in accordance with the Scale of Refund set out below.

SCALE OF REFUND

Time since commencement Of Engagement *Refund*

Up to 4 weeks	90% of the Introduction Fee
5 – 8 weeks	50% of the Introduction Fee

Where any bank transfer fees, currency conversion and other fees and charges are payable in respect of the refund these will be deducted from the refund amount set out above.

- 4.4. Where a Client Engaged a Candidate on a Trial Engagement pursuant to clause 3.6 above prior to that Candidate commencing a Permanent Engagement, the time periods referred to in sub-clauses 4.2 and 4.3 of this clause shall be interpreted as running from the Trial Engagement commencement date.

5. Suitability and References

- 5.1. The Agency endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate 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 Candidate is willing to work in the position which the Client seeks to fill.
- 5.2. At the same time as proposing a Candidate to the Client the Agency shall inform the Client of such matters in clause 5.1 as they 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 Candidate is being proposed for a position which is the same as one in which the Candidate has worked within the previous five business days and such information has already been given to the Client.
- 5.3. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 5.4. The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 5.5. Notwithstanding clauses 5.1, 5.2, 5.3, and 5.4 above the Client is under an obligation to satisfy themselves as to the identity and suitability of the Candidate and should take up any reference provided by the Agency or by the Candidate before engaging such Candidate.
- 5.6. The Client is also responsible for obtaining all work permits and/or such other necessary permission to work, for arranging medical examinations or for investigating medical records and satisfying any other relevant requirements, qualifications or necessary legal permissions. Where applicable, the Client is responsible for requesting and/or obtaining DBS checks.
- 5.7. To enable the Agency to comply with its obligations under clauses 5.1, 5.2, 5.3, and 5.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate 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 Candidate would be entitled to give and receive to terminate the employment with the Client.
- 5.8. Furthermore the Client undertakes that it knows of no information or reason why it would not be in the interests of a Candidate to fill an Engagement.
- 5.9. Each party will not unlawfully discriminate against Candidate, whether directly or indirectly, on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. Each party will ensure that each Candidate is considered and/or assessed for a particular role in accordance with the Candidate's merits, qualifications and technical abilities to perform the role. The Agency will not accept instructions from a Client who indicates an intention to discriminate unlawfully.

6. Confidentiality and Data Protection

- 6.1. All information whether written or verbal regarding Candidates is confidential and subject to the Data Protection Act 1998 (“DPA”) and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the DPA in receiving and processing the data at all times.
- 6.2. If a Candidate Introduced by the Agency is subsequently Engaged in any manner, including but not limited to full time, temporary, contract or otherwise, as a result of any such disclosure to a third party, then the full Introduction Fee will become payable by the Client as though the Client had themselves engaged the Candidate.

7. Liability

- 7.1. The Client shall be responsible for any and all payments to the Candidate and for making any necessary statutory deductions.
- 7.2. While every endeavour is made to ensure the suitability of any Candidate introduced to the Client, 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 Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate.

8. Governing Law

- 8.1. These Terms shall be governed by the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms.