

Standard Terms of Business

FOR PERMANENT RECRUITMENT

1 Definitions

1.1 In these Terms of Business the following definitions apply:-

- “Devonshire” means Devonshire Appointments Limited whose registered office is at 85 Gracechurch Street, London, EC3V 0AA.
- “Client” means the person firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom an Introduction is effected by Devonshire.
- “Assignment” means the request whether orally or in written form from the Client to Devonshire to effect the Introduction of Candidates for an Engagement.
- “Candidate” means the person Introduced by Devonshire to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company and members of Devonshire’s own staff.
- “Engagement” means the hire employment or use of the Candidate by the Client or any third party for either a permanent, fixed term or temporary position, 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 Candidate is an officer or employee for whatever period of time.
- “Introduction” means (i) the interview of a Candidate in person or by telephone by the Client following the notification of an Assignment or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Candidate and which leads to an Engagement of that Candidate.
- “Remuneration” means the gross taxable (and where applicable non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client by way of Engagement for a permanent position. This sum includes basic salary inducement payment guaranteed bonus and/or profit sharing and regional allowances car and/or transportation allowances or overseas premiums. £5,000 is added to the total remuneration where a company car is provided.

- 1.2 References to the singular include the plural and vice versa.
- 1.3 The headings in these Terms of Business are for convenience only and do not affect their interpretation.

2 The Contract

- 2.1 These Terms of Business constitute the contract between Devonshire and the Client are deemed to be accepted by the Client by virtue of the notification to Devonshire of an Assignment or an Introduction to or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an Introduction.
- 2.2 These Terms of Business contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Devonshire these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

- 2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of Devonshire.
- 2.4 Value Added Tax or its equivalent will be added to all invoices if applicable.
- 2.5 All monies due to Devonshire shall be paid by the Client within 14 days of the date of invoice.
- 2.6 Devonshire reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of Royal Bank of Scotland from the due date until the date of actual payment
- 2.7 In the event any of these Terms of Business are invalid this shall have no effect upon the validity of the remainder of the Terms of Business. In such event Devonshire and the Client will replace the invalid term by one which is permissible in law and which meets the intended commercial and legal purpose of the invalid clause as closely as possible.
- 2.8 These Terms of Business are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

3 Introductions

- 3.1 The Introduction of a Candidate to a Client by Devonshire is confidential.
- 3.2 The Engagement of a Candidate as a consequence of or resulting from an Introduction by or through Devonshire whether direct or indirect within a period of 12 months from the date of Introduction by or through Devonshire renders the Client liable to pay Devonshire’s fee or charges calculated in accordance with these Terms of Business.
- 3.3 In the event that the Candidate Introduced by Devonshire to the Client for the Assignment results in the Engagement of the Candidate by the Client for an alternative position during the course of that Assignment or within a period of 12 months thereafter the Client shall pay Devonshire the fee or charges as set out in these Terms of Business.
- 3.4 The disclosure by the Client to a third party of any details regarding a Candidate Introduced by Devonshire which results in an Engagement with that third party within a period of 12 months from the date of Introduction renders the Client liable to pay Devonshire’s fee or charges as set out in these Terms of Business with no entitlement to any refund.

4 Notification and Fees

- 4.1 The Client agrees to;
 - i) notify Devonshire immediately of any offer of an Engagement made to a Candidate;
 - ii) notify Devonshire immediately that its offer of an Engagement to a Candidate has been accepted and to provide details of the Candidate’s Remuneration to Devonshire; and
 - iii) pay the appropriate fee to Devonshire which is calculated in accordance with Clause 4.2.
- 4.2 The fee payable to Devonshire by the Client for an Introduction resulting in an Engagement is the amount calculated in accordance with the following fee structure on the Remuneration applicable during the first 12 months of the Engagement.

<u>Remuneration of Candidate</u>	<u>Fee</u>
Up to £29,999	22.5%
£30,000 - £49,999	25%
£50,000+	30%

The fee shall be invoiced when the Candidate commences the Engagement and is payable by the Client immediately upon receipt.

4.3 In the event that the Engagement is for a fixed term of less than 12 months the fee in Clause 4.2 will be pro-rated subject to a minimum fee of £2,000 for the initial fixed term. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 12 months of the termination of an Engagement the Client shall be liable to pay a further fee based on either the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the subsequent Engagement or the aggregate Remuneration received by the Candidate in respect of the first 12 months of Engagements less all related fees already received whichever is the lesser but subject to a minimum fee of £2,000 for each fixed term Engagement.

5. Refund Guarantee

- 5.1 In the event that the Engagement of a Candidate introduced by Devonshire is terminated by the Client within 100 calendar days of the date that the Candidate commenced the Engagement, Devonshire shall refund 100% of the fee to the Client, provided that:
 - the Client notifies Devonshire in writing of the termination of Engagement within seven days, and
 - termination is not due to redundancy,
 - all monies due from the Client have been paid in accordance with these Terms of Business, and
 - the Client has paid full fees in accordance with Clause 4.
- 5.3 No refunds will be made by Devonshire of fees received as a result of the Client Introducing a Candidate to a third party which results in an Engagement of that Candidate by the third party.
- 5.4 The 100% refund in Clause 5.1 shall ONLY apply where a Client has paid full fees in accordance with Clause 4.
- 5.5 In the event the Client re-engages the Candidate within twelve months from the date of termination of Engagement, a further fee will be charged to the Client, calculated and payable in accordance with Clause 4.

6 Suitability and References

- 6.1 Devonshire 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 Applicant is willing to work in the position which the Client seeks to fill.
- 6.2 At the same time as proposing a Candidate to the Client Devonshire shall inform the Client of such matters in clause 6.1 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.
- 6.3 Devonshire 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 Applicant to work in the position which the Client seeks to fill.
- 6.4 Devonshire 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.
- 6.5 Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or Devonshire before engaging such Candidate. The Client is 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 Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.

6.6 To enable Devonshire to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above the Client agrees to provide to Devonshire details of the position which the Client seeks to fill by way of Assignment, including the type of work that the Candidate would be required to undertake; 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 undertake the Engagement; 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.

7. Liability

7.1 Devonshire 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 Devonshire seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of Devonshire to introduce any Candidate. For the avoidance of doubt Devonshire does not exclude liability for death or personal injury arising from Devonshire's own negligence.

8. Data Protection

- 8.1 The Client undertakes to act in compliance with and shall procure that its employees and agents observe the provisions of the Data Protection Act 1998 and codes of practice in connection with these Terms of Business.
- 8.2 The Client agrees that it has appropriate technical and organisational measures in place to prevent unauthorised or unlawful processing of any personal data provided to it by Devonshire ("Personal Data").
- 8.3 The Client undertakes that upon expiry or discontinuation of these Terms of Business for any reason it will immediately return or at the request of Devonshire destroy any Personal Data held by it or by its employees or agents.

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Signed on behalf of Devonshire

Name:..... **Title:**.....

Date:

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Signed on behalf of the Client

Name:..... **Title:**.....

Date: