

ACTU8 RECRUITMENT TREE TERMS & CONDITIONS OF BUSINESS

1. In these terms and conditions, the following words shall have the following meanings:

'Company' – means actu8 (THPS) Ltd t/a actu8, The Recruitment Tree, and/or actu8 Recruitment Tree;

'Client' – means any person, firm or corporate body to whom or to which the Company introduces an Applicant with a view to Engagement and shall include any subsidiary or associated company of that person, firm or corporate body;

'Applicant(s)' – means a potential employee of the Client who is introduced by the Company to the Client in accordance with clause 5 of these terms and conditions;

'Earnings' – means the aggregate of the gross amount of projected salary or drawings of the Applicant during the first twelve months of Engagement including any bonuses, commissions, and any other taxable benefits; for the purposes of such calculation the provision of a motor car shall be valued at £5,000;

'Engagement' refers to the employment or engagement of an Applicant on a self-employed basis, by the Client, under any agreement or arrangement for the provision of services and subject to the conditions of clause 6.

2. All and any business undertaken by the Company is transacted subject to the conditions hereinafter set out each of which shall be incorporated into or implied in any agreement between the Company and the Client to the exclusion of any terms and conditions, whether express or implied, which the Client may seek to introduce.

3. No variation of these terms and conditions shall be binding unless expressly confirmed by the Company in writing and signed by a Director of the Company prior to the commencement of the agreement; such variations will be subject to the payment of any fee by the due date. In the event of any conflict between these conditions and any other terms and conditions these conditions shall prevail.

4. These terms and conditions are deemed to have been accepted by the Client upon the Company's receipt of the Client's verbal or written instructions to locate Applicants for a position with the Client or advise the Client generally of available Applicants.

5. An introduction shall be deemed to have been effected when the name (or unique reference code) of an Applicant is released in any form whatsoever by the Company to the Client.

6. An introduction fee, (in accordance with the schedule detailed below) shall be payable by the Client to the Company if:

- (i) the Client engages or uses the services of, directly or indirectly, any Applicant introduced to the Client by the Company within one year of that introduction;
 - (ii) the Client refers or introduces any Applicant introduced by the Company to another person, firm or corporate body which accepts/engages such applicant directly or indirectly (whether under a contract of employment or for services of a permanent or temporary nature) within one year of the introduction of that Applicant to the Client by the Company;
- In the event that an Applicant, introduced by the Company and engaged by the Client, introduces other Applicants to the Client within one year of engagement, an introductory fee will be payable for each of those other applicants and calculated in accordance with our scale of fees detailed below.

7. Where any Applicant is initially rejected by the Client or the Applicant withdraws from the proceedings and is subsequently engaged by the Client in any capacity, up to and including one year after either the initial introduction date or last active contact involving the Client, the Applicant and the Company, the Client shall nevertheless be liable to pay the introduction fee.

8. The Client undertakes to notify the Company immediately of its intention to engage whether directly or indirectly any Applicant introduced whether on a permanent or temporary basis.

9. The Client shall pay within 15 days of the invoice date an introduction fee upon Engagement of an Applicant introduced by the Company whether on a permanent or temporary basis. The introduction fee will be calculated in accordance with the scale of fees shown in the schedule overleaf on which Value Added Tax will be added at the prevailing rate. The invoice date will be the date of Engagement.

10. The date of Engagement of an Applicant is the date the Applicant commences employment with the Client or is engaged by the Client in any capacity whatsoever.

11. If the Client fails to pay any invoices within 28 days of the invoice date the Company reserves the right to charge interest from the original due date of 2% per calendar month or part thereof on any outstanding balance.

12. If there is any dispute relating to the calculation of the Company's fee the client shall supply the Company with all the relevant documentation and correspondence which evidences the conditions of Engagement between the Client and the Applicant.

13. Any approach to the Company by a representative of any third party or any intermediary acting on behalf of a Client, renders that third party or intermediary liable for all or any fees arising from services performed by the Company.

14. The Client shall satisfy itself of any Applicant's suitability, qualifications, capability and integrity and take up any references (including the confirmation of any professional or academic qualifications) before engaging the Applicant. The Client shall also be responsible for arranging all medical examinations and investigations of the Applicant and obtaining any work and other permits.

15. The Company endeavours to ensure the suitability of any Applicant introduced to the Client and to maintain a high standard of service and integrity but the Company makes no warranty, express or implied as to the suitability of any Applicant introduced to the Client.

16. The Company will not under any circumstances accept liability for loss, damage or expense whatsoever suffered or incurred by the Client, its staff or property arising from or in any way connected with, any act or omission of any Applicant introduced by the Company to the Client even if such act or omission is negligent or fraudulent or reveals any dishonesty.

17. The Company shall not be responsible for any costs incurred by an Applicant or Client in attending interview on behalf of the Client.



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18. If the Company is retained to place an advert on behalf of the Client, advertising accounts will be payable forthwith and cancellations can only be accepted if sufficient time can be given before going to press. All block and production charges incurred will be payable by the Client. Advertising costs are payable whether or not an appointment is made.

19. The Company reserves the right to refuse to make a refund where the Client has engaged an Applicant introduced by the Company with the prior or likely intention of dispensing with his/her services of whatever nature or terminating his/her employment without proper cause or with a view to obtaining a refund of introduction fees unfairly.

20. Should the Applicant leave the Clients employment within the Engagement period, the Company will affect a refund/credit as specified in clause 21, provided:

- (i) the dismissal is justified or the employee leaves of his/her own volition and not due to redundancy;
- (ii) the Client notifies the Company in writing within seven days that they are aware of the resignation/dismissal;
- (iii) the Client or any subsidiary or any associated company of the Client shall not re-engage, use the services of, directly or indirectly, or refer the Applicant for employment within one year of the termination of Engagement; in these circumstances, any refund that has already been paid to the Client must be repaid to the Company immediately;
- (iv) in calculating the period of employment for rebate purposes the employees notice entitlement shall be included whether worked or not;
- (v) the introduction fee has been paid within 15 days of the invoice date.

21. The Engagement period for refunds will be 3 months. The refund will be calculated on a proportionate basis in the following way: thirteen less the number of weeks or part weeks of engagement divided by thirteen.

22. From time to time the Company may receive Applicants from an existing Client for whom recruitment is currently or has in the past been carried out. As such Applicants are received in good faith by the Company, the Company must reserve the right to continue to exercise its usual endeavours to place that Applicant and in respect of that Applicant to maintain its usual absolute confidentiality.

23. The Client shall fully and effectively indemnify the Company against all costs and expenses which the Company incurs in enforcing any of the terms and conditions contained herein including, without limit to the generality of the foregoing, the recovery of all monies due from the Client whether by proceedings or other means.

24. Any waiver by the Company of its rights under these terms and conditions shall not prevent the Company from later enforcing that right or enforcing any other rights hereunder.

25. If any provision of these terms and conditions is held by any Court or other competent authority to be void or unenforceable in whole or in part these terms and conditions shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

26. These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

SCALE OF FEES

Earnings band on Appointment

£0 to £34,999
 £35,000 to £49,999
 £50,000 to £99,999
 £100,000 and above

Percentage of Earnings excluding VAT

12.5% of Earnings
 15% of Earnings
 17.5% of Earnings
 20% of Earnings

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Signed on behalf of ' _____ ' _____

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Signed on behalf of actu8 Recruitment