

# TERMS OF BUSINESS

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## 1) Interpretations

- i. "The Company" means Taylor Nash Ltd (Company Registration No.5042492) trading as "bbe Recruitment", and "bbe Contracts".
- ii. "The Client" means the Business or Person who engages the Company to supply recruitment services.
- iii. "Services" means the introduction by the Company of Applicants to the Client in accordance with these Terms of Business.
- iv. "Terms of Business" means the standard Terms and Conditions applicable to the supply of services set out in this document.
- v. "Applicant" means any person introduced by the Company to the Client for employment, including any member of the Company's own staff.
- vi. "Introduction" means the presentation of an Applicant by the Company to the Client irrespective of whether the Client knew of the Applicant prior to such presentation by the Company.
- vii. "Presentation" means the passing of the CV of an Applicant to the Client, or the arrangement of an interview, whether in person or by telephone, between an Applicant and the Client.
- viii. "Engagement" means the employment (whether on a permanent, temporary, contract, franchise, agency, licensee or self-employed basis) of any Applicant introduced by the Company, whether for the original position offered or for any other position within 6 months of interview, or request for interview, whichever is latest.
- ix. "Gross Annual Salary" means (but is not limited to) any guaranteed commission, bonuses, shift premiums, car allowance or other taxable emoluments. The provision of a company car is treated as being worth a cash equivalent of £5000 and added to the Gross Annual Salary.
- x. "Contingency Permanent Appointments" are placements made by the Company with fees payable upon placement of an Applicant.
- xi. "Retained Recruitment" is the service provided by the Company where the complexity and/or duration of the work requires the fee to be paid in stages during the exercise, as agreed in a separate proposal.
- xii. If any provision of these Terms of Business is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms of Business and the remainder of the provision in question shall not be affected thereby.

## 2) Acceptance

- i. These Terms of Business are between the Company and the Client and shall be deemed accepted by the Client, and binding on the Client, following the Introduction of an Applicant.
- ii. These Terms of Business contain the entire agreement between the Company and the Client and shall supersede all prior agreements, arrangements, communications, promises, representations, warranties or understandings between the Company and the Client, whether communicated orally or expressed in writing.
- iii. The Client acknowledges that it has not relied on any promises, representations, warranties or understandings save for those contained in these Terms of Business.
- iv. No variation of these Terms shall be valid unless expressly agreed in writing and signed by a Director of the Company.

## 3) Fees Payable and Procedure

- i. The Client agrees:
  - i. To notify the company of the result of any interview, the details of any offer of employment to the Applicant, or the acceptance by the Applicant of any offer of employment by the Client;
  - ii. To confirm to the Company the terms of any appointment (including but not limited to the Gross Annual Salary payable to the Applicant) within 48 hours of the appointment;
  - iii. To pay the Company's fee within 42 days of the date of invoice.
- ii. In the event that the Client fails to notify the Company as required in 3)i, the Company's fee will be calculated according to the original job specifications provided by the Client. In the event that the Applicant's Gross Annual Salary is more than that indicated in the original job specifications, the Company reserves the right to amend its fee accordingly.
- iii. For Contingency Permanent Appointments, the scale of fees payable to the Company by the Client for the Introduction of an Applicant is calculated by reference to the Applicant's Gross Annual Salary:

**Gross Annual Salary:**  
Up to (and including) £35,000 pa  
Over £35,000 pa

**Scale of Fees:**  
= 17.5% of Gross Annual Salary  
= 20.0% of Gross Annual Salary

- iv. Where applicable, VAT will be added to any invoices at the prevailing rate.
- v. For interim Appointments where the Client directly employs the Applicant, the Client agrees to pay a pro-rata fee according to the duration of the Applicant's employment, calculated on the same basis as in clause 3) iii. Interim appointment fees are calculated on the basis of a minimum duration of 3 months' employment,

- vi. Fees for Retained Recruitment work are proposed separately for each assignment according to the complexity and duration required and agreed in writing before work commences.
- vii. If the Client solicits, or employs directly or indirectly, the services of any employee of the Company within 6 months of that employee leaving the Company's employment, the fee payable is fixed at £15,000 and is not negotiable.
- viii. If, within six months of the introduction of an Applicant to the Client by the Company, the Client should engage the Applicant through a third party, the Client will be liable to payment of the Company's fees as set out in clause 3).
- ix. For Contingency Permanent Appointments, no fee is incurred until the Applicant is engaged by the Client, at which time the Company will raise an invoice. Once the Applicant has been engaged by the Client, the Client is liable to make payment of the Company's fee irrespective of the duration of the Applicant's employment.
- x. The Company shall be entitled to interest calculated on a daily basis in accordance with "The Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002)" on all invoiced amounts unpaid for more than 42 days.

## 4) Replacement Applicant Guarantee

- i. The Company does not offer Refunds or Rebates under any circumstances, but where fees for Contingency Permanent Appointments are paid in full within the timescales specified below, the Client may take advantage of the 'Replacement Applicant Guarantee' in circumstances where the Applicant has resigned from the position for which they were appointed:

<b>Invoice Payment Timescale:</b>	<b>Duration of Applicant Guarantee:</b>
Payments received within 7 days of the date of invoice	= 8 months Applicant Guarantee
Payments received within 28 days of the date of invoice	= 4 months Applicant Guarantee
Payments received within 42 days of the date of invoice	= 2 months Applicant Guarantee
Payments received later than 42 days of the date of invoice	= No Applicant Guarantee

- ii. Under the 'Replacement Applicant Guarantee', if any Applicant (excluding those appointed to interim positions) placed by the Company resigns from the position for which he/she was appointed within the applicable guarantee periods described in clause 4)i, and provided the fee has actually been paid and the Company has been informed in writing, the Company will use reasonable endeavours to source a suitable replacement Applicant on a like-for-like basis without further charge to the Client. The Company will search for a replacement Applicant for up to 6 months from the date the original Applicant resigned from the Client's employment.

## 5) Confidentiality

The introduction of any Applicant is strictly private and confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause (3).

## 6) Suitability

The Company does not obtain or verify references or qualifications, or warrant the integrity of statements within the Applicant's curriculum vitae or the capability of the Applicant. The Company will endeavour to ensure that any Applicant introduced to the Client shall be appropriate to the Client's stated requirements, but it shall be entirely the Client's responsibility to satisfy itself as to the suitability of any Applicant, to take any references supplied by the Applicant before engaging the Applicant, to obtain all necessary permits to work, and to satisfy itself as to the adequacy of any required qualifications and medical background of the Applicant.

## 7) No warranty

The Company shall not under any circumstances be liable for any loss, damage, cost or expense incurred by the Client as a result of the Company introducing an Applicant to the Client or the Client engaging an Applicant.

## 8) Law

Our business is governed by English law and any dispute shall be decided by an English court.

Dated 1<sup>st</sup> June 2010 until further notice.