

TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

"Agency" means Silk Route Recruitment Limited, 2 Watson Place, London SE255EX;

"Applicant" means the person introduced by the Agency to the Client for an Engagement including any members of the Agency's own staff;

"Client" means the person, firm or corporate body together with any subsidiary company (as defined by the Companies Act 2006) or associated company (as defined in the Income and Corporation Taxes Act 1988) to whom the Applicant is introduced;

"Engagement" means the engagement, employment or use of the Applicant by the Client or any third party 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;

"Introduction" means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Applicant;

"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

1.4 For the avoidance of doubt, when providing services pursuant to these terms and conditions the Agency is acting as an employment agency as defined in the Employment Agencies Act 1973.

1.5 The Agency shall act as an intermediary between the Applicant and the Client and does not have any authority to bind the Applicant.

1.6 Unless otherwise specified, a reference to a statutory provision is a reference to that provision as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under it.

2. THE CONTRACT

2.1 These Terms of Business are deemed to be accepted by the Client by virtue of instructing the Agency, an Introduction to, or the Engagement of, an Applicant or the passing of information about the Applicant to any third party following an Introduction.

2.2 These terms contain the entire agreement between the parties (the Contract) and unless otherwise agreed in writing by a director of the Agency, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client. Where any clause or provision of these Terms of Business conflicts with any clause or provision of any subsequent contract

or agreement between the Agency and the Client, these Terms of Business shall prevail, unless the subsequent contract or agreement is in writing, is signed by both parties, and it expressly provides that its terms shall prevail over these Terms of Business.

2.3 No variation or alteration of these Terms of Business shall be valid unless the details of such variation are agreed between a director of 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 which such varied terms shall apply, except that duly authorised Agency personnel may notify the Client in writing of agreed changes to the Agency's standard fees.

2.4 When requesting the Agency to provide details of potential applicants, the Client shall provide details of; the identity of the Client, the commencement date and likely duration of any fixed term employment (if applicable), the work to be provided (including the location and the hours to be worked, the potential health and safety risks together with the steps taken to prevent or control such risks), the training, qualifications or authorisations considered necessary, any expenses payable, the rate of remuneration and/or pay (and any other benefits offered by the Client together with the intervals) at which the Applicant would be paid, and the length of notice which the Applicant would be required to give and which the Applicant would be entitled to receive to end the employment.

2.5 The Client agrees to the Agency advertising each vacancy which the Client issues to the Agency unless the Client specifies otherwise in writing.

2.6 The Client agrees that upon the Agency providing details of a potential applicant, the Agency will be given priority over any duplicated applications by or on behalf of the same potential applicant. Should the Client receive a duplicated application, the Client shall not engage that potential applicant outside this Contract without the written permission of the Agency.

3. NOTIFICATION AND FEES

3.1 The Client agrees:

- a) to notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
- b) to notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
- c) to pay the Agency's fee within 30 days of the date of invoice

3.2 Invoice is sent once Applicant accepts the Client's offer;

3.3 The Agency reserves the right:

- i) to charge interest on invoiced amounts unpaid for more than 30 days from the date of invoice, at the rate of 4% per annum above the base rate from time to time of Barclays Bank from the due date until the date of payment, and the Client will accept this charge for payment upon receipt of invoice.
- ii) where the Client has failed to make payment of an invoice on time, to claim immediate payment of all invoices rendered including those within the 30 day period.

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the fee structure, detailed below, on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

Annual Remuneration	% Charge
£0 - £24,999	20
£25,000-£39,999	25

£40,000 +	30
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For the avoidance of doubt the fees detailed above shall be subject to a minimum fee of three thousand pounds (£3,000).

3.5 If the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. Fixed term Engagements shall be for a minimum period of three months. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 months of the termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement. All extensions or Engagements shall require the Client to pay a further fee based on the additional Remuneration applicable for that further fixed term period. If the Client engages the Applicant on a permanent basis at any point during the fixed term contract or after the fixed term contract, the Client shall be liable to pay the full percentage fee as per standard terms and conditions.

3.6 In the event of any part time Engagement the fee shall be calculated on the percentage charge based on the full time annual Remuneration of the position.

REBATES

4.1 If the Engagement terminates before the expiry of 4 weeks from the commencement of the Engagement (except where the Applicant is made redundant, or the Engagement was for a fixed term) the fee will be refunded in accordance with the scale of refund, detailed below.

4.2 The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.

4.3 Where the Applicant leaves during the first 4 weeks of the Engagement a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clauses 4.1 and 4.2:

Week in which the Applicant leaves	% of introduction fee refunded
1-2	100%
3-4	50%

4.4 There will be no refund where the Applicant leaves during or after the 5th week of the Engagement.

4.5 Should the Client or any subsidiary or associated company of the Client subsequently engage or re-engage the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to the refund.

5. INTRODUCTIONS

5.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.

5.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of, or resulting from, an Introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction. 5.3 Where the

amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable remuneration in the market generally for such positions.

6. SUITABILITY AND REFERENCES

6.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client, in particular the Agency shall;

a) Obtain confirmation of the Applicant's identity, that the Applicant has the experience, training, qualifications and any authorisations which the Client has notified to the Agency, pursuant to clause 2.4 above, that it considers necessary and that the Applicant is willing to work in the position which the Client is seeking to fill;

b) Inform the Client of such of the matters as outlined in clause 6.1.a as the Agency shall have obtained confirmation of;

c) Take all steps as are reasonably practicable to ensure that the Client and the Applicant 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; and

d) Take all steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill

6.2 Notwithstanding clause 6.1 above, the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for complying with the provisions of the Immigration, Asylum and Nationality Act 2006 in respect of the Applicant's eligibility to work in the UK, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

7. LIABILITY

7.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) (together "**the Liability**") which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not limit or exclude liability for death or personal injury arising from its own negligence.

7.2 The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Introduction or arising out of any non-compliance and/or as a result of any breach of these Terms of Business by the Client.

8. DATA PROTECTION

8.1 If the Agency discloses to the Client personal data relating to an Applicant, the Client confirms that it will, until such time (if any) as the Applicant becomes the subject of an Engagement by the Client, process such data on behalf of the Agency strictly in accordance with the provisions of the

Data Protection Act 1998 ("personal data" and "process" having the meanings given in that Act). The Client shall process such personal data solely for the purposes of considering the Applicant's suitability for an Engagement (including, if thought fit, selection and interview purposes) and for no other purpose. The Client shall not disclose any personal data of an Applicant to any third party. The Client confirms that it operates sufficient and appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such personal data and against loss, falsification or destruction of, or damage to such personal data and shall, upon the Agency's request, provide evidence to the Agency of the measures the Client has taken to comply with its obligations under this clause 8.1.

8.2 If the Introduction of an Applicant in relation to whom the Agency has provided personal data does not result in an Engagement, the Client shall destroy or return to the Agency all copies of such personal data, save that the Client may retain a single copy of such personal data as strictly necessary, acting on the basis of legal opinion, to satisfy any legal or regulatory requirements to which the Client may be subject, for a period not exceeding six months from the date on which the personal data was first provided by the Agency.

9. LAW

9.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the courts of England.

9.2 If any provision or term of these Terms of Business shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction, such terms or provisions shall be divisible from these Terms of Business and shall be deemed to be deleted from these Terms of Business and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of these Terms of Business, the parties shall negotiate in good faith to amend and/or modify the provisions of these Terms of Business as necessary or desirable in the circumstances.9.3 Except in relation to rights expressly granted to third parties by these Terms of Business, a person who is not a party to the Contract incorporating these Terms of Business does not have a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement in addition to any right or remedy which exists or is available apart from that Act.