



Terms and Conditions of Business for the Introduction of Permanent or Contract Staff to be Directly Employed By The Client

1.0 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

The Agency: means Pure 4 Consulting

The Client: means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which 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 contractual basis, 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 Applicant is an officer or employee.

Applicant: means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency's own staff;

Introduce, Introduces and 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 information which identifies the Applicant; and which leads to an Engagement of that Applicant in any capacity whatsoever;

Rebate Period: means the period during which the Agency's Scale of Refund operates in accordance with the attached Appendix to these Terms of Business.

Client Paid Advertising: The provision by the Agency of an Executive Search service, including writing and creative services and the subsequent placing of an advertisement in a publication with the full agreement of the Client and at full cost re-charged to the Client.

1.2 Unless the context requires otherwise, references to the singular include the plural.

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

2.0 THE CONTRACT

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

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, on the Agency's letterhead these Terms of Business prevail over any other terms of business or purchase conditions 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 by a Director of Pure 4 Consulting on the employment agency letterhead and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3.0 NOTIFICATION & 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 on receipt of the date of invoice

3.2 Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge interest on invoiced amounts. Interest will be charged at a daily rate on the overdue daily balance overdue at a rate of 8% per annum above the Bank of England base rate at the previous 30 June or 31 December. This is in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.

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

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in Clause 3.4 will also be calculated in accordance with the attached Appendix (see heading Fixed Term Engagements). If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the most recent Engagement the Client shall be liable to pay a further fee. There shall be no entitlement to a refund in the case of engagements of a fixed term of 12 months or less.

3.6 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer or introduction of the applicant, a full fee calculated in accordance with clause 3.4 above becomes payable.

4. REFUNDS:

4.1 In order to qualify for the following refund, the Client must pay the Agency's fee on receipt of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates within the Rebate Period (except where the Applicant is made redundant) and the Agency is unable to identify a suitable replacement applicant within 2 weeks of notification the fee will be refunded in accordance with the accompanying Scales of Refund set out in the Appendix attached to these Terms of Business.

4.3 In circumstances where clauses 3.5 or 3.6 apply the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

4.4 In the event that the Candidate's Engagement be terminated within the rebate period and subsequently re-engaged on any basis whatsoever by the Client within 6 months of the termination of the Engagement, a further FEE will be charged, calculated in accordance with Clause 3.4 above.

5. CANCELLATION FEE

5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 1% of the Remuneration where the annual Remuneration is £24,999 or less and 2% of the Remuneration where the annual Remuneration is £25,000 or more.

6. INTRODUCTIONS

6.1 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.

6.2 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 higher of either 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 positions in the market generally for such positions.

6.3 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.

7. SUITABILITY AND REFERENCES

7.1 The Agency shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Agency searching for an Applicant for the Client or the Introduction to the Client by the Agency of any Applicant or the Engagement of any Candidate by the Client.

7.2 The Agency endeavours to ensure the suitability of every Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant 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.

7.3 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.2 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 Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

7.4 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and 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.

7.5 The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interest of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

7.6 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above, the Client shall satisfy itself as to the suitability of the Applicant and is urged by the Agency to personally take up any references supplied by the Agency or the Applicant prior to the commencement of the Engagement. The Client shall always be responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/ or medical history enquiries, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.7 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 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 Applicant 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 Applicant 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 Applicant 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 Applicant would be entitled to give and receive to terminate the employment with the Client.

8. SPECIAL SITUATIONS

8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

9. LIABILITY

9.1 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 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 exclude liability for death or personal injury arising from its own negligence.

10. LAW

10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Appendix to Pure 4 Consulting Terms and Conditions of Business for the Introduction of Permanent or Contract Staff to be Directly Employed by the Client:

FEE STRUCTURE:

In accordance with Clause 3.4 of the attached Terms and Conditions of Business, fees are payable to the Agency by the Client for Introductions resulting in an Engagement calculated as a percentage of the annual remuneration in accordance with the following:

In respect of Full Time or Part Time Permanent Engagements:

Accountancy and Finance

Remuneration per annum	Fee
Up to £29,999	15%
£30,000 to £44,999	18%
£45,000 upwards	20%

Commercial

Remuneration per annum	Fee
Up to £19,999	10%
£20,000 to £29,999	12.5%
£30,000 upwards	15%

IT

Remuneration per annum	Fee
Up to £29,999	20%
£30,000 to £39,999	22.5%
£40,000 upwards	25%

Charity Donation: 10% of the final invoice will be donated to the clients choice of Charity. This will only be presented when Pure 4 have received payment and the 10 week probation period is complete.

Fixed Term Engagements:

In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata, If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the most recent Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for this new the period of Engagement.

Retained Search Assignment:

In the case of a Retained Search Assignment, the Agency's fees for this service are based on Remuneration and are as follows:

33% of Remuneration, payable in three stages:

- 11% on agreed acceptance of the assignment
- 11% on presentation of short-listed Applicants
- 11% on completion and subsequent engagement of the Applicant

Where the precise Remuneration is not known in advance, the Remuneration will be estimated for the purposes of the first two instalments of the fee. The final instalment of the fee will be based on the actual Remuneration and any necessary adjustments will be made and no entitlement to refunds of any paid instalments arises, where the Client decides not to proceed with the search or appointment of the Applicant.

Scale of Refunds:

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

1. Where the Applicant leaves during the first 10 weeks of the Engagement, a partial refund of the Introduction fee shall be refunded to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1, 4.2 & 4.3:

A refund of 10 per cent per week for each week not worked, save that should the Applicant leave having been engaged for all or part of the 10th week, no refund will be made.