

MINSTRELL RECRUITMENT LIMITED

Terms of Engagement - Permanent

1. DEFINITIONS

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

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| Applicant: | a person whose personal details are registered on the database of the Company who may be suitable for Engagement with the Client or to whom the Client may wish to be introduced including any officer or employee of the Applicant if the Applicant is a limited company; |
| Client: | the person, firm or company to whom services are provided or an Applicant is directly or indirectly introduced by the Company together with a holding company or subsidiary of the Client (as defined in the Companies Act 1985) or an associated company of the Client (as defined in Section 416 of the Income and Corporation Taxes Act 1988); |
| Company: | Minstrell Recruitment Ltd (company number 06332717) whose address for correspondence is 19 – 21 Express Networks, 1 George Leigh Street, Manchester, M4 5DL who will operate as an Employment Agency in the provision of staff for permanent appointment directly by the client, as per the definitions of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) and the Employment Agencies Act 1973. |
| Contract: | a contract between the Company and the Client for the supply of general recruitment services and the introduction of Applicants to the Client incorporating these Conditions and any Special Conditions; |
| Engagement: | means the employment, appointment, engagement or use under any agreement or arrangement for the provision of services of the Applicant to the Client or any third party on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis directly or indirectly through a limited company of which the Applicant is an officer or employee ; |
| Introduction: | means the introduction of the Applicant to the Client by the Company as referred to in Condition 3(3.1); |
| Introduction Fee: | means the fee payable by the Client to the Company upon the Engagement of an Applicant Introduced by the Company to the Client, being a percentage of the Applicant's Remuneration (as defined below) in accordance with the Scale of Fees; |
| Regulations | The Conduct of Employment Agencies and Employment Business Regulations 2003 and any subsequent amendments thereto; |
| Remuneration: | Means: (i) if the Applicant is Engaged by the Client under a contract of employment (whether on a temporary or fixed basis) the Applicant's estimated gross annual remuneration package, including, without limitation, all guaranteed and/or anticipated bonuses, site/mobility allowances, subsistence payments, profit shares, overseas weighting and other taxable emoluments payable or receivable by the Applicant for services rendered to or on behalf of the Client. In the event that a company vehicle or a vehicle allowance is provided to the Applicant then a minimum sum of £4,500 will be added in respect thereof ("the Vehicle Allowance"). However, the Vehicle Allowance will be disregarded when assessing into which percentage bracket the Salary will fall for the purposes of calculating the Introduction Fee payable having regard to the Scale of Fees although the Introduction Fee will be payable on the whole Salary including the Vehicle Allowance. (For example: Salary: £28,000 @ 17.5% Salary to £32,500 which falls into the 20% fee level, but this shall be disregarded and fees fee = £4,900 plus VAT. The addition of £4,500 by way of the Vehicle Allowance increases the shall be paid at the lower percentage bracket £32,500 @ 17.5% = £5,687.50 plus VAT) (ii) if the Applicant is Engaged by the Client on a self-employed basis, the estimated fees to be paid to the Applicant by the Client in respect of services to be rendered in the first year, excluding VAT; |
| Scale of Fees: | means the Company's standard scale of fees from time to time in force and the Company reserves the right to vary its Scale of Fees at any time; |
| Special Conditions: | All specific conditions relating to the Contract for the supply of services or Introduction of Applicants to the Client and set out in the Company's written order acknowledgement or otherwise by written agreement between the parties. |

2. THE CONTRACT

- 2.1 The Contract shall be on these Conditions, including the Special Conditions and incorporating the Scale of Fees, to the exclusion of all other terms and conditions (including those of the Client), and the Contract forms the entire agreement between the parties and supersedes any previous terms and conditions of either party.
- 2.2 In the event of a conflict between these Conditions and the Special Conditions, the Special Conditions shall prevail.
- 2.3 These Conditions are deemed to be accepted by the Client by virtue of instructing the Company, and Introduction to, or Engagement of, an Applicant or the passing of information about the Applicant to any third party following an Introduction.
- 2.4 No variation to these Conditions shall be valid unless agreed by a director of the Company and the Client, except that duly authorised Company personnel may agree with the Client changes to the Company's standard fees for the specific Engagement only and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.5 The Client agrees to the Company advertising each vacancy which the Client issues to the Company unless the Client specifies otherwise in writing.
- 2.6 The Client agrees that upon the Company providing details of a potential Applicant, the Company shall 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 Agreement without the written permission of the Company.

3. INTRODUCTION

- 3.1 An Introduction of an Applicant to a Client shall be deemed to have been effected where:
 - i) The Company has confirmed the arrangement of an interview to take place between the Applicant and the Client (whether verbally or in writing); or
 - ii) The Client is passed a curriculum vitae or information which identifies the Applicant.
 - iii) the Company introduces any third party to the Client directly or indirectly with a view to the Engagement of such third party by the Client and in these circumstances, an Introduction Fee will be payable by the Client to the Company in respect of each offer of Engagement made within 12 months of any such Introduction which results in an Engagement by the Client.
- 3.2 Irrespective of whether the Applicant was previously known to the Client or not, an Applicant shall be considered to have been Introduced to the Client exclusively by the Company and any Engagement of the Applicant by the Client shall be deemed to have occurred solely as a consequence of that Introduction unless, prior to the commencement of the Contract, the Client notified the Company that it was already in contact with the Applicant and is able to substantiate its assertion to the Company's reasonable satisfaction.
- 3.3 In the event that the Client passes the details of any Applicant to a third party without first obtaining the Company's prior written consent in breach of Condition 10(e) below, and the third party subsequently engages the Applicant then, without prejudice to its other rights hereunder, the Company shall be entitled to levy an Introduction Fee on the same terms as had the Applicant been engaged by the Client with no entitlement to any Refund Guarantee.
- 3.4 Where the amount of actual Remuneration charge is not known the Company will charge a fee calculated in accordance with the Scale of Fees on the reasonable level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Company by the Client and/or comparable positions in the market generally.
- 3.5 Should the Client require that the Applicant undergoes a trial period before permanent Engagement; the services of the Applicant may be provided in his/her capacity as a member of the Company's temporary workforce upon terms to be agreed. If any Engagement subsequently takes place after the trial period an Introduction Fee will be

payable, however, the Refund Guarantee will not apply, as the mutual suitability will have been deemed to have been ensured during the term of the trial period.

4. PRICE

- 4.1 Payment of the Introduction Fee together with any associated expenses, such as advertising costs, psychometric testing, and interviewing expenses shall be made to the Company by the Client within 30 days of the date of the Company's invoice. Time for payment shall be of the essence.
- 4.2 The Company may render invoices at any time after expenses have been incurred by it or in respect of the Introduction Fee at any time after the Applicant commenced its Engagement with the Client.
- 4.3 The Client shall make no deduction of any type from payments due to the Company.
- 4.4 Any invoice outstanding beyond the 30 day period may be referred to a debt collection agency and if so referred will be subject to a surcharge (currently 15% plus VAT) to cover collection costs. This surcharge together with all other charges and legal fees incurred by the Company will be the responsibility of and charged to the Client and will be legally enforced.
- 4.5 Notwithstanding the Company's rights under Condition 4(4.4) above, the Company hereby reserves the right to:
 - i) Charge interest (compounded monthly) on any amounts outstanding and owed by the Client at the rate of 8% above the base rate of the Bank of England from time to time in force, both before and after judgment and accruing on a daily basis until payment is made; and
 - 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 agreed payment terms.
- 4.6 The Client shall be liable to pay the Company any additional costs and expenses incurred by the Company in seeking to enforce its rights or recover any outstanding sums due under the Contract from the Client.
- 4.7 All payments owing to the Company under the Contract shall become immediately due upon termination of the Contract, notwithstanding any other provision.

5. SCALE OF FEES

- 5.1 The Introduction Fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Scale of Fees applicable during the first 12 months of the Engagement, detailed below.
 - i) (Annual Remuneration % Charge)
 - ii) Less than £30,000 17.5%
 - iii) From £30,000 to less than £40,000 20%
 - iv) £40,000 or more 25%
- 5.2 An Introduction which leads to the Engagement of an Applicant on a short term contract of less than 12 months in duration shall not qualify for any reduction in the Introduction Fee. The formula to be used to calculate the Remuneration upon which the Introduction Fee is to be based for such short term contracts shall be the rate per week x 52 (for example £300 paid per week x 52 = £15,600 x 17.5% the applicable percentage fee bracket = £2,730 plus VAT) or as appropriate depending on the pay rate.
- 5.3 If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within the period of 12 months from the date of termination of Engagement, the full Introduction Fee calculated in accordance with the Scale of Fees then in force shall be payable within 30 days of the date of re-engagement of the Applicant and for the avoidance of doubt the Refund Guarantee shall not apply.
- 5.4 Any variation in fees from the formal scale of fees (5.1) must be made in writing.
- 5.5 If applicable, all advertising costs will be agreed in advance and charged to the Client and all reasonable travelling expenses incurred by Applicants in attending interviews with the Client will be the responsibility of the Client.

5.6 Where applicable, VAT will be charged upon the Introduction Fee and any other fees, charges or expenses at the prevailing rate.

6. REFUND GUARANTEE

5.1 If the Engagement terminates (whether by expiry of notice or otherwise) before the expiry of 12 weeks of the date of commencement of the Engagement, and subject to the conditions in this Condition 6(a), the Introduction Fee will be refunded to the Client in accordance with the scale of refund detailed below.

- i) The termination is either a consequence of the Applicant leaving of his/her own volition; or a dismissal by the Client which is not by reason of redundancy and does not amount to a wrongful or unfair dismissal of the Applicant;
- ii) the Client notifies the Company in writing within 7 days of the resignation of the Applicant or dismissal (as the case may be);
- (iii) the Client does not re-engage the Applicant within 12 months from the date of such termination; and
- (iv) all monies due from the Client are paid within 30 days of the date of invoice and strictly in accordance with Condition 4.

5.2 In the event that the conditions in Condition 6(a) have been met, the following proportion of the Introduction Fee only (no refunds of expenses shall be given whatsoever) paid by the Client will be refunded by the Company as the Refund Guarantee:

Termination of Engagement within: % Refund

Up to 4 weeks after commencement 100%

After 4 weeks but not more than 8 weeks after commencement 50%

After 8 weeks but not more than 12 weeks after commencement 25%

For the avoidance of doubt, if such termination of an Engagement occurs more than 12 weeks after commencement no refund shall be payable by the Company to the Client whatsoever.

5.3 For the purposes of the Refund Guarantee, it shall be the date that the Applicant actually leaves the Engagement of the Client that shall constitute the date of termination, rather than the date upon which notice is served by either the Client or Applicant.

5.4 If the Applicant is provided by the Company under any fee arrangement other than that shown in the above Scale of Fees or is provided at a discounted fee, the Refund Guarantee will not apply.

5.5 Should the Client subsequently engage or re-engage the Applicant within the period of 12 months from the date of termination of Engagement or withdrawal of offer, the full Introduction Fee calculated in accordance with the Scale of Fees then in force shall be payable within 30 days of the date of re-engagement of the Applicant and for the avoidance of doubt the Refund Guarantee shall not apply.

5.6 Should the Company refund all or part of the Introduction Fee in accordance with Clause 6 and then subsequently learn that the Applicant has successfully brought an action for unfair dismissal or wrongful dismissal against the Client, the Client shall be liable to repay the refunded sum to the Company on demand.

7. CANCELLATION FEE

If, after an offer of Engagement has been made to the Applicant, the Client decides, for any reason whatsoever to withdraw it, the Client shall be liable to pay the Company a sum equal to 25% of the Introduction Fee.

8. NON-SOLICITATION

8.1 In the event that the Client, whether directly or indirectly engages or receives services from any member of staff of the Company (irrespective of whether such person has been involved in the supply of services to the Client) ("the Employee") on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis whether during the term of the Employee's employment with the Company or for a period of 6 months after termination of the Employee's contract of employment with the Company, an Introduction Fee will be payable by the Client to the Company calculated in accordance with the Scale of Fees with no entitlement to a Refund Guarantee.

8.2 The Client hereby agrees and acknowledges that any confidential information or knowledge obtained by the Employee during his/her employment with the Company is proprietary to the Company, may be protected under the Data Protection Act 1998 and therefore may not be used by the Client, or their associates for their benefit or financial gain. Further, the Client acknowledges that any such disclosure by the Employee could result in a breach of the Employee's contract of employment with the Company.

8.3 The Introduction Fee in Condition 8 shall be payable by the Client in accordance with Condition 4.

9. COMPANY'S OBLIGATIONS TO THE CLIENT

9.1 The Company agrees to make available from time to time persons who may be suitable for Engagement by the Client with a view to effecting an Introduction.

9.2 The Company endeavours to ensure the suitability of any Applicant introduced to the Client.

10. CLIENT'S OBLIGATIONS TO THE COMPANY

The Client agrees with the Company that it will:-

10.1 Forthwith notify the Company in writing of any position it seeks to offer any applicant introduced to the Client by the Company. The Company will pass this information over to the Applicant. Any such offer should contain a list of salary offered, any vehicle allowance, and any benefits / bonuses payable.

10.2 Pay to the Company the Introduction Fee together with any other amounts due in respect of the Introduction, such as expenses, in accordance with Condition 4;

10.3 to enable the Company to comply with Condition 9 above, provide to the Company details of the identity of the Client, 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.

10.4 Notwithstanding condition 9 above, the Client shall satisfy itself as to the suitability of the Applicant and the Client shall for this purpose be responsible for obtaining references (including as to the confirmation of any professional or academic qualifications), work permits or security clearances for the Applicant, and for any health, fitness or other tests required to be performed on the Applicant by the Client;

10.5 Comply in all respects with the provisions of the Data Protection Act 1998 in relation to personal information provided to the Client pertaining to the Applicant;

10.6 Keep the Applicant's CV and any other personal information disclosed to the Client by the Company and pertaining to the Applicant strictly private and confidential and not to disclose it to any third party without first obtaining the written consent of the Company and in particular, not approach the Applicant's current employer until such time as any offer of Engagement made by the Client to the Applicant has been accepted in writing;

10.7 Indemnify and keep the Company indemnified, both during the continuance of the Contract and after its termination, against all claims losses, damages, costs and expenses howsoever arising that the Company suffers as a result of the Introduction to or Engagement of the Applicant to the Client and/or in relation to any non-compliance and/or as a result of any breach of the Client's obligations contained in these Conditions.

11. NO WARRANTY

11.1 Although the Company will use reasonable endeavours to ensure the suitability of the Applicant, the Company gives no warranty whatsoever, whether express or implied, as to whether the attributes of the Applicant shall be suitable for the Client's requirements. The Client must rely on its own enquiries as to the suitability of the Applicant.

11.2 The Company shall not be liable for any loss, liability, damage, costs, claims, compensation or expenses whether direct or indirect or consequential suffered or incurred by the Client arising from or connected with the services provided by the Company or from the Introduction to or the Engagement of any Applicant by the Client or from the failure of the Company to introduce the Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

12. GENERAL PROVISIONS

12.1 For the purposes of the Regulations, the Company shall operate as an Employment Agency in relation to the Client

12.2 Any indulgence granted by the Company to the Client and any failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Client.

12.3 The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Condition or of these Conditions. In the event that any of the Conditions shall be held invalid, illegal or unreasonable, such Condition shall apply with such modification or deletion as may be necessary to make it valid and effective.

12.4 The Company may, without the consent of the Client, assign or sub-contract all or any of its rights and obligations under the Contract. The Contract is not assignable by the Client without the written consent of the Company.

12.5 The Company and the Client do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

12.6 The interpretation and application of the Contract shall be in accordance with English Law and both parties hereby agree to the exclusive jurisdiction of the English Courts.

Signed on behalf of Minstrell Recruitment Ltd

Signed on behalf of the Client

Date

Date