

TERMS AND CONDITIONS OF BUSINESS

1. Definitions

In these Terms of Business the following definitions apply:

"Applicant" means the person introduced by ARC to the Client

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced

"Company" means Active Recruitment Consultants Limited (trading as ARC)

"Engagement" means the engagement, employment or use of the Applicant by the Client 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 the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the company to search for an Applicant; or the passing to the Client of a CV or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client

2. The Contract

2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an introduction to or the Engagement of an Applicant

2.2 Unless otherwise agreed in writing by a Director of the Company, these Terms of Business shall prevail over any other Terms of Business or purchase conditions put forward by the Client

2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of the Company

3. Notification and Fees

3.1 The Client agrees:

- a) To notify the Company immediately of any offer of an Engagement which it makes to the Applicant
- b) To notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the remuneration to the Company and
- c) To pay the Company's fee within 14 days of the date of invoice

3.2 No fee is incurred by the Client until the Applicant starts the Engagement when the Company will send an invoice to the Client

3.3 If the Client fails to make payment by the due date, then a further 10% charge will be added to the final costs for every month that the payment is outstanding. This assumes day 15 of the invoice date to be the first month that the payment is outstanding.

3.4 All fees are exclusive of VAT. VAT will be charged to the Client at the appropriate rate

3.5 Terms and Conditions for the undertaking of Executive Search assignments, advertising campaigns and preferred agency agreements will be set out for the Client separately and agreed by both parties prior to commencement

3.6 ARC's fees shall be based on the rates of the Client's remuneration package to the Applicant on a permanent appointment as detailed in the table below. The remuneration package is based upon the anticipated gross annual remuneration applicable during the first 12 months of the Engagement. Where a company car is provided the remuneration figure is increased by 10% before applying the fees below

Remuneration Package	Fee
Up to £19,999	...%
£20,000 - £29,999	...%
£30,000 and above	...%

3.7 For the introduction of an Applicant who is Engaged by the Client and who works for the Client for less than 21 hours per week ARC will charge a fee based on the pro-rata salary paid to the candidate, or a flat fee of £..... plus VAT, whichever is the greater amount. There shall be no refund in respect of the Fee charged under this Clause.

Exceptions apply as detailed in 3.9

3.8 If a candidate is initially employed on a part time basis (less than 21 hours per week) and moves to a full time position (more than 21 hours per week) within the company within 12 months of commencing employment then the full time fees (less the part time fee already paid) will apply.

3.9

i) For the introduction of a part time Nurse Injector (less than 21 hours per week) ARC will charge a flat fee of £.....

ii) For the introduction of a part time Nurse Injector Prescriber, Aesthetic Doctor or sessional Surgeon (less than 21 hours per week) ARC will charge a flat fee of £.....

4. Refund Guarantees

4.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within 14 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination

4.2 If the Engagement terminates before the expiry of ten weeks from the commencement of the Engagement (except where the Applicant is made redundant) the Company reserves the right to find a suitable replacement at no extra cost to the Client. The Client shall allow the Company 3 weeks to find a replacement. At the end of this period, if a suitable replacement is not found, the fee will be rebated in accordance with the scale of rebates

Scale of Rebates

The refund given to the Client shall be the difference between the introduction fee charged and a sum equal to one tenth of such fee for each week or part of week worked by the applicant. No trial period is permitted

4.3 If, after an offer of an Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of £500

4.4 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within 12 months of the date of the termination of the Engagement or withdrawal of the offer, a full fee is calculated in accordance with the standard fee structure

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 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 the standard fee structure

5.2 An introduction fee calculated in line with the standard fees will be charged in relation to any Applicant engaged as a consequence of, or resulting from an introduction by or through the Company directly or indirectly, within 6 months from the date of the Company's introduction

6. Suitability

6.1 The Agency endeavours to ensure the suitability of any 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.

6.2 At the same time as proposing an Applicant to the Client the Company shall inform the Client of such matters in clause 6.1 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.

6.3 The Company 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.

6.4 The Company endeavours to take all such 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.

6.5 Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 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 Company before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

6.6 To enable the Company to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above the Client undertakes to provide to the Company 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.

7. Liability

7.1 The Company 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 Company 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 Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. Status

The Company acts as an employment agency

9. Authorisation

The Company confirms that the candidates introduced to the Client have shown their willingness to work in the position that they have been introduced to

10. Verification

The Company takes action to verify the identification of candidates introduced to the Client as well as the experience and qualifications that make them suitable for the position they have been introduced to

11. Jurisdiction

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