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SECURE RECRUITMENT LIMITED

Terms & Conditions for the Introduction of Staff Employed by Clients

Definitions

In all contracts to which these Terms & Conditions apply:

"the Company" means SECURE Recruitment Limited or any of its associated or subsidiary companies or divisions.

"the Client" means the person, firm or corporate body to whom the Applicant is introduced.

"the Applicant" means any person, partnership or other organisation introduced to the Client by the Company for an Engagement, including any member of the Company's own staff.

"Engagement" means the appointment of the Applicant to provide services for or on behalf of the Client whether under a contract of service or for services, or under an agency, licensee, franchise or partnership agreement and whether for the post in respect of which the introduction was made or otherwise.

"Fee" means the Fee payable pursuant to Part 2 of these Terms & Conditions

"Remuneration" means the total of all emoluments, including car allowances, guarantees, bonuses, commissions, overseas allowances etc. payable to or receivable by the Applicant pursuant to the Engagement, in the event of a guarantee or retainer being for a period of less than 12 months, the Fee shall be calculated on a pro rata basis as if the guarantee /retainer were for a period of 12 Months. Should the Applicant be provided with a company vehicle or a hired or leased vehicle this will be deemed to have an annual taxable value of £3,600. Where a placement is Part-Time the Remuneration will be equated to the Full-Time equivalent and the Fee shall be levied on that Remuneration.

"Commencement Date" means the date the Applicant commenced work with the Client.

"Termination Date" means the date that Notice of Termination of the Applicant's employment with the Client was given in addition to the notice period provided for in the Applicant's Contract of Employment as supplied to the Company.

For the purpose of these terms and conditions the Company is deemed to have introduced the Applicant to the Client if the Company has arranged an interview between the Applicant and the Client, or has supplied details of an Applicant to the Client in response to a request or enquiry by the Client, or if the Client engages any employees of the Company. Such introduction is deemed to have been made irrespective of whether the Client had previous knowledge of the Applicant howsoever obtained. The Client shall pay to the Company the Fee payable in accordance with Part 2 of these terms and conditions if, within **6 Months** of an introduction being made, the Client engages the Applicant irrespective of whether any such engagement is in a position different to that originally specified by the Client to the Company. These Terms & Conditions apply to all Applicants introduced to the Client by the Company. The Client agrees to deal with the Company on these Terms & Conditions to the exclusion of all other Terms, Conditions, Warranties and (except when made fraudulently) all representations.

Part 1 General Terms and Conditions

1. These Terms & Conditions are between the Company and the Client and are deemed to be accepted by the Client by virtue of an interview having been arranged for or the Engagement of an Applicant introduced by the Company. No variation of these terms and conditions is valid unless approved by a Director of the Company.

2. The Client agrees to:

- a) Provide the Company with a copy of any offer of an Engagement at the same time it is made to an Applicant;
- b) Notify the Company within 24 hours of an Engagement being accepted;
- c) Pay the Fee (as referred to in Part 2 of these Terms & Conditions) to the Company so as to be received by the Company in cleared funds within **30 Days** of the date the Applicant starts.

3. Introductions are confidential. The passing of an introduction or an Applicant's details to another employer, which results in an Engagement, renders the Client liable to Payment of the Fee.

4. The Fee calculated in accordance with Part 2 of these terms will be charged in relation any Applicant engaged as a consequence of or resulting from an introduction by or through the Company, even though the introduction may be made indirectly.

5. The Company endeavours to ensure the suitability of any Applicant introduced to the Client. The Client shall nevertheless, satisfy themselves as to the suitability of any Applicant and shall take up any references provided by any Applicant and/or the Company before engaging any such Applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant and satisfy any medical and other requirements or qualifications required by law, or otherwise.

6. Failure by the Client to settle any amounts owing by the due date shall entitle the Company to charge interest on overdue accounts at the rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and to charge the Client for any reasonable cost incurred in collecting such overdue amounts.

7. The Company shall not be liable under any circumstances for any loss, damage or expenses suffered or incurred by the Client arising from or in any way connected with the Company seeking the Applicant for the Client or the introduction by the Company to the Client of any Applicant or the Engagement of any Applicant by the Client.

8. The Client agrees to indemnify and to keep the Company and its employees fully indemnified against all liability for any loss, injury, damage, expense or delay suffered or incurred by an Applicant or by any other person, however caused, arising directly or indirectly from or in any way connected with the Engagement of the Applicant.

9. If any provision of this agreement is deemed by a judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions of this agreement shall remain in full force and effect unless the Company in its discretion decides to the contrary in which case the Company shall be entitled to terminate this agreement by notice forthwith to the Client.

10. The construction, validity and performance of these terms is governed by the laws of England and the parties accept the jurisdiction of the English Courts.

Part 2 FEE

The Fee payable to the Company by the Client for the introduction of an Applicant is calculated in accordance with the Fee Basis (As indicated by signing the Fee box below)

Fee Basis (Sliding Scale Rebate)

The Fee shall be a sum equivalent to 30% of base salary only. In the case of Applicants remunerated on a Commission Only basis or any other payment method where there is No Guaranteed Remuneration, a Flat Fee of £9,000 will be charged. The Minimum Fee for any introduction is £4,000. VAT will be added to the Fee calculated in accordance with the foregoing.

Should the relevant Engagement be Terminated a rebate of the Fee shall be paid to the Client together with VAT thereon in accordance with the scale set out below provided that the client has:

- i) Notifies the Company within seven days of the Date of Termination; and
- ii) Fully complied with each of the provisions of Clause 2 of Part 1 of these Terms & Conditions.
- iii) The Applicant has not been made Redundant.

Weeks between Commencement Date	Rebate Percentage
1 - 2 Weeks	75%
2 - 6 Weeks	50%
6 - 12 Weeks	25%

The Company shall be entitled to recover the amount of the rebate from the Client in the event that the Applicant is re-engaged by the Client, or by any third party to whom the Applicant has been introduced by the Client, within six months after the Termination Date of his Engagement.

I agree to the above Terms & Fee basis

Signature:

Date:

Print Name:

Company Name:



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