



STAFF RECRUITMENT CONTRACT

GENERAL

All of ATR’s recruitment business (including advertising fees and retained recruitment projects) is conducted upon the terms detailed below (the “Commercial Terms”) and our General Terms of Business, which together form the contract between us (the “Contract”). Definitions of any capitalised terms used and not defined below are included in our General Terms of Business.

ATR is committed to maintaining a high level of service and efficiency. However, because Introductions are dependent upon the accuracy of information outside ATR’s control and a Client’s Instructions, and as any decision to engage an Applicant is entirely a matter for a Client, ATR cannot accept liability for any losses incurred by Clients as a result of engagements. Please see the General Terms of Business for further information.

PERMANENT STAFF COMMERCIAL TERMS

Fees payable to ATR

Unless an Applicant is engaged on a Fixed Term Contract (see below), upon the Engagement of an Applicant, the Client shall pay a Fee equivalent to 18% of the Applicant’s Remuneration Package (which, for the avoidance of doubt, shall include all benefits and allowances in addition to basic salary).

Rebate Terms

In each case subject to the *Rebate Conditions* below, if within 12 weeks after the first day of their Engagement an Applicant terminates an Engagement of their own volition, or the Applicant’s position is made redundant, or in circumstances of the Applicant’s death, then ATR will endeavour to find a replacement at no extra cost to the client, other than reasonable disbursements. In the event that ATR does not find a replacement, then ATR will rebate to the Client the following proportion of the Fees:

<u>Timing of termination after date of Engagement</u>	<u>Rebate payable to the Client</u>
during the first two weeks	90%
during the third or fourth week	80%
during the fifth or sixth week	60%
during the seventh or eighth week	40%
during the ninth or tenth week	20%
during the eleventh or twelfth week	10%
after the twelfth week	0

Rebate Conditions

A Rebate will only be payable by ATR to the Client under the following circumstances:

- (a) The Client having notified ATR in writing within 7 days following the termination and the reason for it;
- (b) The Fees and any other invoiced sum having been paid to ATR by the Due Date; and
- (c) The Applicant not being re-engaged in any capacity by the Client or any parent, subsidiary or associated company of the Client within twelve months of the Introduction.

If the Applicant is re-engaged as set out in (c) above, the Client shall notify ATR immediately and repay the rebated amount as if the date of notification was the Payment Date for the purposes of these terms.

Fixed Term Contracts

In the event of an Applicant being engaged by the Client on a Fixed Term Contract ("FTC") basis, the Client shall pay ATR a Fee according to the following formula:

(Fee Percentage x Remuneration Package) x (Number of Months of FTC ÷ 12)

In the event that the FTC is subsequently extended, and another FTC is settled in respect of the Candidate, then a further FTC shall be paid by the Client to ATR as per the above formula, PROVIDED ALWAYS that the maximum Fees paid in respect of any one particular Applicant shall always be capped at a total equivalent to the appropriate Fee Percentage (in accordance with the table above) of one year's Remuneration Package.

TEMPORARY STAFF COMMERCIAL TERMS

Charges payable to ATR

The Client shall pay the hourly charges of ATR for all hours actually worked by the Temporary Worker, calculated to the nearest quarter hour (the "Charges"), and sign the timesheet supplied by ATR in verification of the hours worked by the Temporary Worker. Failure to sign the timesheet does not alter the Client's liability to pay for the hours worked. Other expenses as may be agreed shall be itemised on ATR's invoice in addition to these charges.

The Charges will be those in force at the time of the Assignment and may be varied from time to time with immediate effect. ATR will inform the Client of any applicable Charges before the commencement of an Assignment and of any changes to the Charges before such changes come into effect. No Charge is made for lunch hours and charges cover all National Insurance, Social Security and statutory costs. Statutory holiday pay is included in the Temporary Worker's hourly wage.

Responsibility for Payments in relation to Temporary Workers

ATR is responsible for the payment of wages to each Temporary Worker and the deduction from any payment of all statutory contributions in respect of National Insurance and income taxes borne by an employer. Where the Temporary Worker supplies his/her services through a limited company the Temporary Worker will take responsibility for paying all statutory charges that are payable by the limited company and the Temporary Worker. ATR will not charge the Client a further amount for statutory charges.

Reductions in Charges

If the services of the Temporary Worker prove to be unsatisfactory to the Client, ATR will reduce or cancel the charge for the time worked, provided that the Temporary Worker leaves the Assignment immediately and that notification by telephone is received by ATR within 4 hours of the Temporary Worker commencing duties where the booking is for 7 hours or more. If the booking is for less than 7 hours, ATR will not reduce or cancel any charges.

Engagement of Temporary Workers

The Client must give written notice to ATR if it Engages a Temporary Worker or former Temporary Worker as soon as possible or in any event within 7 days of the offer of an Engagement to the Temporary Worker. The Client must also give ATR notice if it Engages or accepts for an Engagement any person who has previously been Introduced to the Client by ATR within 7 days of making an offer of an Engagement or that person starting to provide services to the Client. If the Client Appoints a Temporary Worker or former Temporary Worker that has been supplied by ATR within the Relevant Period then a fee is payable (the “**Transfer Fee**”). The amount of the Transfer Fee is to be agreed between ATR and the Client, in default of agreement the Transfer Fee shall be equivalent to the “Fees payable to ATR” for Permanent Staff as set out above.

Instead of paying the Transfer Fee the Client may elect to an extended period of hire of the Temporary Worker through ATR on the same terms that were in force at the time of the Client giving notice of the Engagement as provided above. The Client must give notice of its intention to opt for an extended period of hire before an Engagement commences and in any event within the time periods given in the paragraph above. The length of the extended period of hire is to be agreed between ATR and the Client, in default of agreement the extended period of hire shall be 6 months from the date of the Client’s notice to opt for an extended period of hire.

Any Temporary Worker Engaged by ATR under a contract for services is deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise as though the Temporary Worker were on the payroll of the Client and the Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect the Client’s own staff including in particular the provision of adequate Employers and Public Liability insurance cover for the Temporary Worker during all assignments.

By signing below, you accept the terms and conditions of this Contract.

SIGNED FOR AND ON BEHALF OF ANNABEL TAYLOR RECRUITMENT LIMITED

Signed:	Name:	Date:
_____	_____	_____

SIGNED FOR AND ON BEHALF OF THE CLIENT

Signed:	Name:	Date:
_____	_____	_____

GENERAL TERMS OF BUSINESS

1. Definitions

In these terms:

- a) "Applicant" means anyone who is referred to or about whom information is supplied to a Client. It includes someone who may have been known or referred to that Client before Instructions are given or the Introduction is made, and also includes any members of ATR's recruitment staff assigned to the Client's recruitment project.
- b) "Affiliate" means entity that directly or indirectly controls, is controlled by, or is under common control with the Client.
- c) "Assignment" means the supply of a Temporary Worker by ATR to the Client for the purposes of providing services for the Client under the control and direction of the Client.
- d) "ATR" means Annabel Taylor Recruitment Limited, a company registered in England and Wales with company number 09395151, whose registered office is at Wencote, South Road, Weybridge KT13 9DZ, upon whose behalf these terms are issued.
- e) "Client" means the person or persons to whom an Introduction is made or to whom an Applicant is supplied by ATR and includes all Affiliates of the Client. It includes anyone who asks ATR for an Introduction, gives Instructions or interviews an Applicant on behalf of a Client ("Client Intermediary"). ATR shall be entitled to assume that anyone who deals with ATR on behalf of the Client has the authority to do so, and the Client agrees that it shall not challenge the validity of any such dealings on the basis of the authority, or lack thereof, of a Client Intermediary.
- f) "Engagement" means any appointment, employment or use (pursuant to a contract or otherwise) of an Applicant or Temporary Worker directly or indirectly by the Client or by any third party or by or through any other employment business or employment agency on a permanent or ad hoc or temporary basis or for a specific fixed term, whether under licence, franchise or partnership arrangement, and regardless of whether such engagement is made directly with the Applicant or Temporary Worker or through a limited company of which the Applicant or Temporary Worker (as the case may be) is a shareholder, officer, employee or agent (and "engages" shall be construed accordingly).
- g) "Fee(s)" means the amount payable by the Client in accordance with the Commercial Terms. All Fees quoted in the Commercial Terms are exclusive of any VAT, which must be paid by the Client in addition at the prevailing rate.
- h) "Instructions" means information about the Engagement, the Remuneration Package or the Client's requirements concerning an Applicant's qualifications or experience.
- i) "Interview/ Interviewing" includes any contact between the Client and the Applicant or Temporary Worker following the Client's instruction to ATR to introduce an Applicant or Temporary Worker and whether such contact is made by telephone, face-to-face or by any other means.
- j) "Introduction" means the referral of an Applicant or the provision of any information about an Applicant to a Client or its Affiliate by ATR or any associate, subsidiary or agent of ATR or the Interview by the Client of an Applicant or Temporary Worker (following the Client's instruction to ATR to put forward Applicants or Temporary Workers).
- k) "Losses" means any kind of loss, cost, expense, charge, damage, liability or claim whatsoever.
- l) "Relevant Period" means whichever of the following periods ends later:
 - i. the period of 8 weeks commencing on the day after the day on which the Temporary Worker last worked for the Client pursuant to being supplied for an Assignment by ATR; or
 - ii. subject to paragraph iii., the period of 14 weeks commencing on the first day on which the Temporary Worker was Assigned to the Client pursuant to being Introduced by ATR.
 - iii. for the purposes of paragraph ii. above in calculating the first day on which the Temporary Worker was Assigned to the Client pursuant to being Introduced by ATR, no account shall be taken of any Assignment that occurred prior to a period of more than 42 days during which that Temporary Worker did not work for that Client pursuant to being supplied by ATR.
- m) "Remuneration Package" means the total amount, before the deduction of any tax, of the salary, fees, profit share or equivalent remuneration and all guaranteed commissions, bonuses, allowances (including company car allowances) and benefits of any kind in respect of the first 12 months of the Engagement. In the event that the Applicant is provided with a company car, the sum of £5,000 shall be added to the Remuneration Package for the purposes of calculation of Fees unless otherwise agreed.
- n) "Temporary Worker" means a person Introduced by ATR to a Client for the purposes of that person providing services to the Client.

2. Precedence of Terms

- a) All Instructions are accepted and every Introduction is made subject to these terms. An Introduction is made when a referral or any information about the Applicant arrives at the Client's office or is communicated to the Client Intermediary, whichever is the earlier event.
- b) Giving Instructions, arranging an interview with or requesting further information about or from the Applicant, represents deemed acceptance of and agreement to the terms of the Contract by the Client.
- c) These terms are paramount. They prevail over any other terms or conditions which may conflict with their provisions or, but for this term, may have been incorporated into any agreement between ATR and the Client.
- d) To the extent that any of the Commercial Terms conflicts with any of the terms set out in these General Terms of Business, the terms set out in the Commercial Terms shall prevail.

3. Introductions

- a) An Introduction, and any information about an Applicant or a Temporary Worker, is provided to the Client in strict confidence and for the purpose of considering whether it wishes to engage that Applicant or Temporary Worker. The Client must not disclose an Introduction or any information about an Applicant or Temporary Worker to anyone else. In particular, the Client must not approach an Applicant's current employer until the Client has made an offer of Engagement to that Applicant and has the Applicant's permission to do so.
- b) The Client must not re-introduce an Applicant or Temporary Worker to anyone else. If, within twelve months of the Introduction it does so, and this leads to a contract equivalent to an Engagement, or (in the case of Temporary Workers) an Assignment, with someone other than the Client, with someone the Client must pay the Fee or (as the case may be) the Charges as if there had been an Engagement or Assignment under these terms, unless that other person pays ATR a sum equivalent to the Fee or (as the case may be) the Charges.

4. Limitation of Liability

- a) ATR will use due skill and care in locating and introducing Applicants. No other term or condition shall be implied concerning ATR's services. In particular, ATR does not warrant or make any representations about the suitability of, or the accuracy of any information concerning, an Applicant (as this information comes from the Applicant or other sources outside ATR's control) and no such warranty or representation is to be implied from anything ATR may undertake or provide. Any such implied terms, warranties and/or representations are hereby disclaimed to the fullest extent permitted by law.
- b) Notwithstanding ATR's obligations under Clause 7, any decision to proceed with an Introduction, enter into an Engagement or incur any expense is solely a matter for the Client. The Client agrees that the ultimate responsibility for assessing and ensuring an Applicant's suitability for an Engagement, including taking up or confirming references, educational background, medical history, or obtaining any work and other permits and assessing or confirming qualifications, remains with the Client at all times. The Client is strongly advised by ATR to, and agrees to, take any of the steps referred to before offering or entering into an Engagement.
- c) ATR, its subsidiaries, associates, staff and agents (for whom ATR acts for the purpose of this and the following provision) shall not be liable, on any basis other than as a result of death or personal injury caused by the negligence of ATR or as a result of fraudulent misrepresentation made by ATR, for any Losses arising from, caused by or connected with ATR's taking the Client's Instructions, the Introduction, the acts or omissions of an Applicant or an Engagement, even if an Applicant acts or has acted negligently, dishonestly or fraudulently,.
- d) However, if, despite the previous provision, a Court determines that, for any reason and on any basis, ATR or any of its subsidiaries, associates, staff or agents is liable to the Client for any Losses, their aggregate liability shall be limited to the amount of the Fees actually paid by the Client to ATR.
- e) Under no circumstances shall ATR have any liability whatsoever to the Client for loss of profit, loss of revenue, loss of anticipated savings or bargain, loss or corruption of data or software, or for any indirect, special or consequential losses.

5. Client Responsibilities

- a) The Client agrees:
 - i. To give ATR the Instructions it may require to assist it in locating and introducing Applicants.
 - ii. To indemnify ATR against any Losses it incurs as a result of the Client's delay in giving, changes in or failure to give adequate Instructions, or any breach of these terms by, or the negligence or other wrongful act, omission or statement of the Client.
 - iii. To enable ATR to comply with its obligations under Clause 7, to provide to ATR full details of the position the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; any experience, training, qualifications or other authorizations 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 and 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 Applicant's proposed start date; the duration or likely duration of the work; the minimum rate of remuneration, expenses and 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.
 - iv. To act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to engage an Applicant.

6. Payment of Fees

- a) In relation to Permanent Recruitment, the Client shall pay the Fee(s) if an Applicant accepts an offer of Engagement and a start date is agreed at any time within 12 months of the Introduction being made. Upon such acceptance, ATR will invoice the Client for the Fee.
- b) In relation to Permanent Recruitment, the Client must:
 - i. Notify ATR immediately an Applicant is offered an Engagement and provide full details of the remuneration package (and copies of any relevant contract and other documents if ATR so requests) and when a commencement date for the Engagement is agreed. All communications, inter views and offers of employment shall be made via ATR. Failure to inform ATR that an offer has been made, or that an Applicant has commenced employment, or to provide ATR with all details of the Remuneration Package will result in a

- Fee being charged equivalent to £20,000 or 40% of the anticipated or actual Remuneration Package, whichever is the greater.
- II. Update ATR immediately if there is any change in the offered or agreed remuneration package or the commencement date. ATR reserves the right to adjust the Fee or require the payment of an additional fee if there is a change.
 - III. If asked to do so, provide ATR with full details of the remuneration package actually received by or paid to the benefit of the Applicant for the first year of his or her Engagement (and copies of any relevant contract and other documents if ATR so requests). ATR reserves the right to charge an additional fee on the difference between the remuneration package actually received (if it is higher) and that used for the calculation of the Fee.
- c) The Client must pay the Fees or (as the case may be) the Charges within 7 days of the commencement of the date of ATR's invoice (the "Due Date").
 - d) ATR will calculate and invoice the Client for the Fee or (as the case may be) the Charges and for any other sum payable by the Client under these terms. Unless there is an obvious error in any calculation shown on any invoice, the invoiced sum will be final and binding as the sum due from the Client. It is absolutely essential that the Fee or (as the case may be) the Charges and any other invoiced sum is paid, without deduction, by the Due Date.
 - e) The Client may not withhold, make any deduction from, or assert or exercise any set-off, lien or other right or claim against the Fee or (as the case may be) the Charges, any other invoiced sum or any interest that may become payable under Clause 6 (f)(i) below.
 - f) If the Fee or (as the case may be) the Charges or any other invoiced sum is not paid by the Due Date and in full, then:
 - i. ATR shall be entitled to levy (a) a one-off late payment charge equivalent to 5% of the value of the unpaid invoice that has not been settled by the Due Date; and/or (b) interest and associated charges as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998. Such late payment charges shall be payable immediately by the Client upon notification by ATR.
 - ii. ATR may give notice to the Client terminating or, at its option, suspending, in either case with immediate effect, its performance of any of its obligations under this and any other agreement then in force between itself and the Client, until the outstanding balance and any interest has been paid in full. ATR will not incur any liability, upon any basis or for any reason, for any Losses resulting from, and the Client will indemnify ATR against any Losses it incurs as a result of, any such termination or suspension. A termination or suspension will not release the Client from performance of, or any of its obligations under, or otherwise vary the terms of any agreement.
 - iii. ATR may also recover from the Client, as a sum due under these terms, any costs or other expenses it incurs, in enforcing and recovering any payments due from the Client.

7. Provision of Recruitment Services

- a) ATR confirms that it provides permanent recruitment services hereunder in its capacity as an Employment Agency, as defined in the Employment Agencies Act 1973 and that it provides temporary recruitment services hereunder in its capacity as an Employment Business as defined in the Employment Agencies Act 1973.
- b) The Client will inform ATR of all relevant details of the Assignment or vacancy prior to the commencement of the including the location of the work, working hours and any special skills required.
- c) ATR will ensure that Applicants and Temporary Workers are informed of the Client's requirements and confirm that they can meet those requirements and are entitled to work in the UK. ATR is not responsible for obtaining visas or work permits on behalf of Applicants or Temporary Workers.

8. General

- a) These terms may not be varied or their application or any breach of them waived other than by a document signed by a director, divisional/regional manager or legal representative of ATR. No-one else acting for ATR has authority to agree to any variation or waiver.
- b) If a specific fee or payment arrangement has been made between ATR and the Client, which includes a variation of any of these terms and the Client breaches any term of that arrangement, then all of these terms shall be substituted for and form part of that arrangement with immediate effect.
- c) In addition to and without prejudicing any of its other remedies, ATR may terminate the Contract with immediate effect if the Client breaches any of its terms or (in ATR's view) materially alters the Instructions. If the Contract is cancelled or terminated because of a material alteration to the Instructions, the Client agrees to indemnify ATR against Losses incurred by it to that date or resulting from the cancellation or termination.
- d) ATR shall not incur any liability to the Client for any Losses if the performance of ATR's obligations is prevented or delayed by the acts or omissions of others or other events, which are beyond its reasonable control.
- e) If any of these provisions or terms (or part thereof) is judged to be invalid or unenforceable for any reason, but such provision or term would be held to be valid if part of the wording were either amended or deleted, then such provision shall apply with such amendments/deletions as may be necessary to make it valid. Any provision or term that cannot be made valid in such way shall be deemed to be severed from these terms and the rest of the terms shall continue in full force and effect, provided always that if such amendment or deletion substantially alters the commercial basis of these terms the parties shall negotiate in good faith to modify these terms as necessary.
- f) Both parties agree not to approach or induce with offers of employment, directly or indirectly, any of the other party's employees that it has had direct contact with under this Contract, without the prior written agreement of the other party. In

the event that the Client employs or engages an employee of ATR, then a Fee calculated upon that person's Remuneration Package at the rates shown above shall become immediately payable to ATR by the Client.

- g) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract, however nothing in this clause shall limit or exclude any liability for fraud.
- h) This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales .