

1. DEFINITIONS

In these conditions the following meanings shall apply: -

- 1.1 **"Employment Business"** shall mean Probe UK Ltd.
- 1.2 **"Client"** shall mean the person, firm or corporate body together with any subsidiary or associated company as defined by the companies Act 1985 to whom these terms are addressed.
- 1.3 **"The Candidate"** shall mean the person provided by Employment Business to undertake an Engagement / Assignment.
- 1.4 **"Consultancy"** shall mean the company introduced to the Client by the Employment Business and engaged by the Client to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof and any third party to whom the provision of Consultancy services is assigned or sublet with the prior approval of the Client).
- 1.5 **"Assignment"** shall mean the services which the Consultancy is engaged by the Employment Business to render to the client.
- 1.6 **"Engagement"** includes without limitation the employment or use, whether under a contract of service or a contract for services.
- 1.7 **"Introduction"** includes without limitation the provision of details (whether in writing, orally or in any electronic telecommunication) of a candidate, Consultancy services.
- 1.8 **"Salary"** shall mean remuneration prior to statutory deductions at source and includes the market value of benefits in kind.

2. PERMANENT ENGAGEMENTS

- 2.1 **"Candidate Search"** operate on a basis of no engagement – no fee.
 - 2.1.1 The permanent fee will be dependant upon the salary package offered to the successful candidate as defined by the fee matrix in clause 2.5.
 - 2.1.2 A rebate scheme applies as per clause 2.6
- 2.2 **"Retained Assignment"** operates on a fixed Fee basis of 25 % and irrespective of salary, with all agreed expenses including advertising being charged and due immediately as the costs are incurred.
 - 2.2.1 An initial 8 % of the first years anticipated salary is payable to start the assignment.
 - 2.2.2 A further 8% will be invoiced upon the submission of the short list.
 - 2.2.3 On the date of Engagement you will be invoiced for 25% of the actual annual salary less the previous payments.
- 2.2.4 If the Permanent placement should terminate within ten weeks of the date of Engagement other than through redundancy, we will offer free of charge an additional Retained search programme.
- 2.2.5 Cancellation after clause 2.2.1 but before clause 2.2.2, requires the fees for both to be payable.
- 2.2.6 Cancellation after clause 2.2.2 but before clause 2.2.3 requires all the fees to be payable.
- 2.3 **"Targeted Executive Search"** operates on a fixed Fee basis of 30 % and irrespective of salary, with all agreed expenses including advertising being charged and due immediately as the costs are incurred.
 - 2.3.1 An initial 10% of the first years anticipated salary is payable to start the assignment.
 - 2.3.2 A further 10% will be invoiced upon the submission of the short list.
 - 2.3.3 On the date of Engagement you will be invoiced for 30% of the actual annual salary less the previous payments.
- 2.3.4 If the Permanent placement should terminate within ten weeks of the date of Engagement other than through redundancy, we will offer free of charge an additional Executive search programme.
- 2.3.5 Cancellation after clause 2.3.1 but before clause 2.3.2, requires the fees for both to be payable.
- 2.3.6 Cancellation after clause 2.3.2 but before clause 2.3.3 requires all the fees to be payable.
- 2.4 **"Client Advertising"** is charged separately upon demand to cover charges for copy writing, artwork and production costs, etc.
- 2.5 **"Fee"** for a Permanent Engagement will be calculated on the full gross annual Salary and is payable by the Client immediately upon the commencement of employment and subject to Value Added Tax at the current rate.

Salary Range	Fee
Up to £19,999	17.5%
£20,000 - £24,999	20%
£25,000 Plus	25%

- NB.** A Company car is deemed to have a value of £2,000 added to the annual Salary. The introduction Fee payable by the Client is subject to Valued Added Tax at the standard rate and is calculated at the percentage rate of the annual starting Salary (including anticipated commission and taxable emoluments).
- 2.6 **"Rebate"** Should a Permanent Engagement terminate for whatever reason within ten weeks of the date of Engagement other than through redundancy you will.
 - 2.6.1 Be entitled to a rebate of 10% for each complete week not actually worked allowed against the fee.
 - 2.6.2 Notify us in writing within seven days of termination of employment. However, if you do not pay our Fee in full within 21 days of the candidate's date of Engagement, you will lose all your rights under this clause and you will in no circumstances be entitled to claim a refund or replacement from us against it.
 - 2.6.3 an administration charge of £ 200.00 will be deducted from the due rebate for administration purposes.
- 2.7 **"Invoices"** for the Introduction Fee of a Permanent Engagement will be raised on the Candidate's date of Engagement.

3. CONSULTANCY / CONTRACTOR / INTERIM STAFF ASSIGNMENTS

- 3.1 The Client agrees to pay the hourly / daily rates of Employment Business Candidates for all hours worked by the Candidate and to sign a timesheet / Verification forms confirming the hours worked. By signing the timesheet /

Verification form the Client agrees that the hours shown on the documentation have been satisfactorily worked. The hourly / daily charge will be confirmed, in writing, by Employment Business to the Client.

- 3.2 Invoices for Contract Engagements are submitted weekly.
- 3.3 If the Client fails to pay invoices for Contract / Interim staff on its due date, Employment Business reserves the right to withdraw all, or any Contract Staff from all or any Contract Engagements, without giving the Client any prior notice.
- 3.4 The Client will supervise the Candidate to ensure a reasonable standard of workmanship.
- 3.5 The Candidate is deemed to be under direction and control of the Client from the time the Candidate begins the Engagement, until it ends.
- 3.6 The Client is responsible for all acts, errors and omissions for the Candidate, as if the Candidate was an employee of the Client.
- 3.7 Employment Business cannot guarantee that any Candidate engaged by the Client will be available throughout the entire period of any engagement.
- 3.8 If the services of a Candidate prove to be unsatisfactory within 48 hours of the start date, Employment Business require immediate written notification and will endeavour to find a replacement Candidate for the remainder of the Engagement.

4. NON SOLICITATION

- 4.1 The Client shall not for a period of twelve months after the end of the Assignment / Engagement, utilise the services of the particular Consultancy / Contractor / Interim staff / Candidate under any Contract except through the Employment Business.
- 4.2 If any Consultancy / Contractor / Interim Staff / Candidate accepts an Assignment, Engagement or employment with the Client within twelve months of the termination of any Engagement or Assignment, the Client shall be liable to Employment Business for a fee as defined in 4.6.
- 4.3 The Client shall not solicit any Consultancy / Contractor / Interim staff / Candidate directly or indirectly to accept Employment, either on its own behalf or on behalf of any other person, firm or company nor appoint any Consultancy / Contractor / Interim staff / Candidate under any Contract except through the Employment Business. If the client does undertake this solicitation then the Client shall be liable to Employment Business for a fee as defined in 4.6.
- 4.4 Should the client introduce any Consultancy / Contractor / Interim staff / candidate to another client, employer or 3rd party, and a subsequent engagement is made, the client will be liable for a fee as defined in 4.6.
- 4.5 The Client shall not solicit any Employee of the Employment Business directly or indirectly to accept Employment, either on its own behalf or on behalf of any other person, firm or company nor appoint any Employee of the Employment Business under any Contract except through the Employment Business. If the client does undertake this solicitation then the Client shall be liable to Employment Business for a fee as defined in 4.6.
- 4.6 The fee will be £ 10 000.00 plus VAT. The Client shall not be entitled to any rebate in the event that the engagement subsequently terminates.

5. TRANSFER FEES

- 5.1 The client agrees to inform the Employment Business of its intentions to make an offer of permanent employment to a Contractor / Consultant and will disclose the details of the offer being made prior to the start date of the employment.
- 5.2 In this event the client has 2 options.
 - 5.2.1 A transfer fee + VAT shall be paid by the Client to Employment Business. The Transfer fee will be calculated against the annual salary being offered. The charge is dependant upon the salary package (Clause 2.5). This will be reduced by 0.1 % for each week of the assignment that has been completed, up to a maximum of 50 weeks.
 - 5.2.2 Extend the term of the assignment for a period of 52 weeks.

6. SETTLEMENT TERMS

- 6.1 Invoices for are payable within 21 days net of the date of the invoice.
- 6.2 If any invoice is not paid in full before the due date, Employment Business reserves the right to charge interest on invoiced amounts unpaid at the rate of 4% per annum above the base rate from time to time of Lloyds Bank from the due date until the date of actual payment.

7. GENERAL

- 7.1 Employment Business endeavours to ensure its Candidates are of a high standard of skill, reliability and integrity and to supply Candidates in accordance with the Engagement details supplied by the Client. However, no liability, whether arising from negligence or otherwise would be accepted for loss, delay, expense or damage caused by: -
 - 7.1.1 Failure to provide any particular Candidate during all or part of an Engagement.
 - 7.1.2 The negligence, dishonesty, misconduct or lack of skill of the Candidate.
- 7.2 The Client will comply with all statutes, Health & Safety regulations, Working Time Directive, bye-laws, codes of practice and legal requirements in respect of its own staff, in particular, providing employer and public liability insurance to cover the Candidate during the Assignment.
- 7.3 The Company does not take out any written references, or enquire in to the medical or personal history of Candidates as it is assumed that the Client will obtain these and thus determine their suitability.
- 7.4 If any provision hereof shall be held by a Court of competent jurisdiction to be invalid, illegal or unenforceable, the validity legality or enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
- 7.5 Any failure or delay by Employment Business in enforcing any default by the Client in respect of any term, shall not constitute a waiver of that default or any subsequent breach, and shall not prevent Employment Business from requiring strict compliance with all terms and conditions at any time.
- 7.6 These terms and conditions are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.