

## TERMS OF BUSINESS – PERMANENT STAFF

- 1 All and any business undertaken by The Best Connection Group Limited and/or Subsidiaries (hereinafter called TBC) is transacted subject to the conditions hereinafter set out each of which shall be incorporated or implied in any agreement between TBC and its Clients. In the event of conflict between these conditions, and any other terms and conditions, the former shall prevail unless expressly agreed to the contrary by TBC in writing. No variation of these conditions, shall be valid or binding unless confirmed in *writing* by a director of TBC. These terms of business cancel all previous terms and charges.
- 2 The introduction by TBC to the Client of any applicant, and the Client interviewing such applicant, shall be deemed acceptance of an agreement to these conditions of business by the Client.
- 3 TBC is acting as an Employment Agency in compliance with The Conduct of Employment Agencies and Employment Businesses 2003.
- 4 The Client agrees to notify TBC immediately an offer of employment is accepted and to pay an introduction fee upon engagement of any applicant introduced by TBC to the Client. The introduction fee shall be calculated in accordance with TBC's scale of fees. "Engagement" shall include employment or use whether under a contract of service or for services, partnership, agency, or for any other form of association. The introduction fee shall be payable whether or not the position for which the applicant is engaged is the same to which the interview related. Where the "projected annual income" is not readily ascertainable or is largely made up of a commission element the introduction fee due shall be calculated as a percentage of the "on target" earnings of the applicant. "On target" earnings shall mean any basic salary plus anticipated commission or bonus or other monies within the first twelve months of the applicant's engagement.
- 5 TBC endeavors to ensure the suitability of any applicant introduced to the Client, however, no warranties are given in respect thereof and it is the Client's responsibility to satisfy itself as to the suitability of the applicant, and for the taking up of references as to the applicant's qualification, capabilities, integrity, medical history and suitability to meet the job specifications. The Client shall be responsible for obtaining work and other permits and for the arrangement of medical examinations and/or investigations into the medical history of the applicant. All implied terms as regards the suitability of the applicant are hereby excluded to the fullest extent permitted by law,
- 6 In the event of any applicant terminating and/or the Client lawfully terminating the engagement (other than for reason of redundancy) within twelve weeks of the date upon which the applicant commenced work for the Client and provided the Client notifies TBC IN WRITING of the termination within seven days thereof and the Client shall not engage the applicant within six months from the date of termination of the engagement, then the Client shall receive a rebate calculated in accordance with the scale set out.
- 7 In the event of the Client introducing any applicant introduced to the Client by TBC to another person, firm or corporation (whether associated with the Client or not) resulting in the engagement of the applicant (whether for the type of job for which TBC made the introduction to the Client or otherwise, or whether the engagement is for a limited or unlimited period), the Client shall pay to TBC an introduction fee in accordance with condition 4 herein, unless the engagement occurs more than 6 months after the applicants introduction by TBC to the Client.
- 8 TBC shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client or any third party arising from or in any way connected with TBC seeking an applicant for the Client or the introduction by TBC to the Client of any applicant or the engagement of any applicant by the Client. Without prejudice to the foregoing, TBC shall not be liable in respect of any information concerning the applicant supplied by TBC to the Client or any incompetence negligence error omission fraud or incapability of the applicant or any negligence error omission or any other failing of TBC itself in introducing such applicant to the Client.
- 9 All monies due hereunder shall be paid by the Client within seven days of delivery of the invoice by TBC. Time for payment shall be the essence of the contract.
- 10 All information provided by TBC is given in strictest confidence and must not be disclosed to any third party without the applicant's expressed prior written consent. Contacting an applicant directly, particularly at work, can cause great embarrassment and therefore all communications with an applicant must be made through TBC.

### SCALE OF FEES

Fees payable to TBC are based upon a percentage of the projected annual income of the successful candidate.

PROJECTED ANNUAL INCOME	PERCENTAGE
UP TO £15,000 p.a.	16.0%
£15,001 – £20,000	18.0%
£20,001 Upwards	20.0%

Projected Annual Income is all earnings and benefits which fall to be taken into account when computing the tax liability of the successful candidate.

In addition to such fees all agreed advertising costs will be invoiced direct to the Client where applicable and are payable immediately.

### SCALE OF REBATES

Rebates payable by TBC on termination of employment.

PERIOD OF EMPLOYMENT	PERCENTAGE
Up to 4 weeks	100%
4 – 8 weeks	30%
8 – 12 weeks	10%
12 weeks and above	Nil

All fees are subject to VAT.