



## **TERMS AND CONDITIONS OF BUSINESS.**

### General.

These Terms and Conditions of Business are between Major Recruitment Limited ("the Employment Business") and the Client. All business undertaken by the Employment Business is transacted subject to these Conditions which are incorporated into any agreement between the Employment Business and its Clients unless the Employment Business has previously agreed to vary these conditions in writing. These Terms and Conditions shall be deemed to be accepted by the Client of a Temporary worker or permanent worker introduced by the Employment Business to the Client.

The Employment Business shall not be under any liability whatsoever to the Client, its servants or agents, for any loss, expense or damage arising from any failure of an employee to carry out the terms of engagement by or secondment to the Client, or in any way arising from acts, statements or omissions of any employee, however caused.

The Client shall at all times keep the Company effectively indemnified against all actions, proceeding, costs, charges, claims, expenses and demands whatsoever which may be made or brought against the Employment Business in respect of injury, loss, damage or expense howsoever or whenever caused as a result of or arising out of the supply or introduction of an employee whilst employed by or seconded to the Client.

### Permanent Staff

The Employment Business shall use its best endeavours to ensure the suitability of an applicant introduced to a Client. The Client must, however, satisfy itself as to the suitability of such applicant, and take up all references which the Client considers necessary, and obtain all work and other permits, and arrange all medical history of any applicant.

The Employment Business shall not be liable whether in contract, tort or otherwise for any loss of profit or personal injury howsoever arising from any act or omission whatsoever of any applicant introduced by the Employment Business.

All introductions by the Employment Business to the Client are confidential. Should the Client or any subsidiary or associated third party company subsequently engage or re-engage the Applicant within the period of 6 calendar months from the date of introduction (without engagement) or termination (where engagement occurred) a full fee calculated in accordance with the charges detailed below becomes payable, with no entitlement to refund.

Unless otherwise expressly agreed the fee for the introduction of permanent staff is calculated as follows, that is to say a single fee being a percentage as hereinafter stated based on the first years salary, which for the purpose of calculation shall be taken to be all taxable emoluments paid by the Client to the employee in return for the employee's services whether in the form of salary, bonus, fringe benefits or otherwise, the said percentage being as follows.

| <b>Annual Salary</b> | <b>Percentage Charged</b> |
|----------------------|---------------------------|
| Nil-19,999           | 15%                       |
| £20,000 upwards      | 20%                       |

If the employment of an employee by the Client is terminated within the period of eight weeks from the commencement of the employment the fee charged as aforesaid shall be subject to a rebate refundable by means of a credit note, the rate of such a rebate being calculated as follows.

|                                       |                   |
|---------------------------------------|-------------------|
| <b>Termination within weeks 1 – 2</b> | <b>80% rebate</b> |
| <b>Termination within weeks 3 - 5</b> | <b>60% rebate</b> |
| <b>Termination within weeks 6 - 8</b> | <b>40% rebate</b> |

The above rebates are provided that the Client notifies the Employment Business in writing within 7 days of termination of employment, and has paid the introduction fee to the Employment Business within 14 days of the date of the invoice. In the event of the Client subsequently re-engaging the applicant within the period of three calendar months from the date of termination, the full introduction fee becomes payable.

The Employment Business gives no representation or warranty that any applicant is or will be available to accept any engagement, and the Employment Business shall not be liable for any damage, loss or expense suffered or incurred by the Client arising in any way from the introduction by the Employment Business or the subsequent engagement of any applicant by the Client.

Payments are due within 14 days of the date of invoice. The company reserves the right to charge interest on overdue accounts at the rate of 4% per month from the date of invoice.

The Client shall notify the Employment Business immediately an offer made by the Client to an applicant introduced by the Employment Business has been accepted and will provide full details of the offer so made and accepted.

Signed on behalf of CLIENT

Signed \_\_\_\_\_ Full Name \_\_\_\_\_ Date \_\_\_\_\_

Signed on behalf of MAJOR TECHNICAL RECRUITMENT LIMITED

Signed \_\_\_\_\_ Full Name \_\_\_\_\_ Date \_\_\_\_\_