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**Ross Recruitment: Terms and Conditions of Business for the Introduction of Permanent Staff
(Operating as an Employment Agency)**

1. DEFINITIONS

1.1 In these terms of business the following definitions apply:

“Client” means the person, firm, company or entity, together with any subsidiary or associated company as defined by the Companies Act 1985, to whom a Candidate is supplied or introduced by Ross;

“Candidate” means any individual on whose behalf Ross effects an Introduction to the Client including any officer or employee of the Candidate if the Candidate is a limited company;

“Placement” means the engagement, employment or use of the Candidate by the Client or any third party whether on a permanent, temporary or fixed term basis under an agency, licence, franchise, partnership or other engagement, including an arrangement via a limited company intermediary within a period of 6 months from the date of an Introduction;

“Introduction” means the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to Ross to search for a Candidate for a Placement; or the passing to the Client of a curriculum vitae or other information which identifies or enables identification of a Candidate and which leads to a Placement;

“Ross” means Ross Recruitment Associates Ltd of Lynton House, 1 Lynton Drive, Bebington, Wirral, CH63 3EH.

“Vulnerable Person” means anyone who is under the age of 18, the elderly or infirm or anyone in need of care and attention;

“2003 Regulations” means The Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“Remuneration” means the relevant Candidate’s total remuneration in respect of the first year of the Placement including all salary, emoluments and benefits which form part of the Candidate’s gross taxable pay before applying any deductions, exemptions or allowances and where a car is provided to the Candidate the sum of £5,000 (or the taxable benefit of the car if higher).

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these terms are for convenience only and do not affect their interpretation.

1.4 This agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

2. SCOPE OF THIS AGREEMENT

2.1 These terms shall be deemed to be accepted by the Client on the Introduction or Placement of any Candidate or a request by the Client that Ross introduces a Candidate to the Client. These terms apply whether or not the Candidate is engaged by the Client for the same type of work for which the Introduction or request for an introduction was originally made and whether or not the Client is also seeking to fill the relevant vacancy by other means such as internal and external advertising.

2.2 Unless otherwise agreed these terms shall apply to all Introductions and Placements.

2.3 No variation or alteration to these terms shall be valid unless agreed by a Director of Ross and the Client and confirmed to the Client in writing.

2.4 Unless otherwise agreed in writing by Ross, these terms prevail over any terms of business or purchase conditions proffered by the Client.

2.5 Ross is entitled to assume that any employee or agent of the Client has authority to bind the Client and Ross is not required to seek confirmation of that authority.

3. STEPS TO BE TAKEN IN CONNECTION WITH EACH PLACEMENT BY THE CLIENT

3.1 Before any Introduction the Client shall provide sufficient information about the Placement to enable Ross to select potential candidates as follows:

3.1.1 the identity of the Client and if applicable the nature of the Client’s business;



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- 3.1.2 the start date for the vacancy and the likely duration of the Placement, if not permanent in nature;
- 3.1.3 the type of work the Candidate will be required to do, the location and hours of work involved and any risks to health and safety known to the Client in relation to the Placement and the steps the Client has taken to prevent or control such risks;
- 3.1.4 the experience, training, qualifications or any authorisation which the Client considers necessary, or which the Candidate will be required by law or by a professional body to hold in order to accept the Placement;
- 3.1.5 whether the Candidate will be required to attend to or care for a Vulnerable Person;
- 3.1.6 any expenses payable by or to the Candidate.

3.2 The Client agrees:

- 3.2.1 to notify Ross within 7 days of acceptance if a Candidate accepts an offer of a Placement; and
- 3.2.2 to notify Ross within 7 days of the offer of a Placement of the Candidate's proposed basic salary during the first year of the Placement, together with details of all other emoluments and benefits to which the Candidate will be entitled during the Placement, and to provide Ross (as evidence of such remuneration and benefits) with a copy of the offer letter to the Candidate and contract of employment in relation to the Placement, or copies of any other documents provided to the Candidate which clearly show the Candidate's remuneration and benefits; and
- 3.2.3 to pay Ross's fee in relation to the Introduction within 14 days of the invoice date.

4. INTRODUCTION FEE

4.1 The fee payable by the Client for the Introduction of a Candidate which results in a permanent Placement being accepted by the Candidate will be calculated by reference to the Candidate's Remuneration as follows subject to a minimum fee per Placement of £1500:

Annual Remuneration Percentage of Total Remuneration

Up to £19,999.99	15%
£20,000 and above	20%

Where however the Candidate's Remuneration is not known to Ross, the fee payable by the Client shall be whichever is the greater of:

4.1.1 a fee calculated in accordance with the table above based on Ross's determination of remuneration for comparable positions in the market generally; or

4.1.2 £10,000.

4.2 Where the Introduction of a Candidate results in a Placement for a fixed term being accepted by the Candidate the following provisions (and not those at clause 4.1) apply:

4.2.1 where the Placement is for 6 months or less, the introduction fee using the table above will be applied to 50% of the Candidate's annual equivalent Remuneration;

4.2.2 where the Placement is for more than 6 months or is extended to beyond 6 months, the introduction fee using the table above will be applied to 100% of the Candidate's annual equivalent Remuneration;

4.2.3 where the fixed term Placement becomes a permanent Placement then the whole permanent fee as calculated in clause 4.1 above is payable, in addition to any monies paid or payable by the Client to Ross in relation to the fixed term Placement in accordance with clauses 4.2.1 and 4.2.2 above.

4.3 Where an offer of a Placement has been accepted by a Candidate but is subsequently withdrawn by the Client, the Client shall be liable to Ross for a cancellation fee of 50% of the introduction fee provided for in clause 4.1 or clause 4.2 as appropriate.

4.5 Other than for (a) fixed term Placements of less than 6 months duration; (b) the Placement of a replacement Candidate pursuant to clause 4.5; or (c) Placements falling within clause 4.6, in the event that within 8 weeks of the commencement of the Placement a Candidate resigns or the Client lawfully terminates a Placement for any reason other than redundancy or dismissal without fault on the Candidate's part;



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Ross shall, within 30 days of being notified of such termination, use reasonable endeavours to Introduce to the Client one replacement Candidate at no extra cost to the Client (save for any further advertising or other expenses incurred as a result).

Alternatively at Ross's discretion, Ross may reimburse to the Client as a rebate a percentage of the fee paid or payable by the Client in respect of such Placement pursuant to clause 4.1. Any rebate paid to the Client will be calculated by reference to the fee paid or payable by the Client and the duration of the Placement that has elapsed before termination, as follows:

Duration of Placement Percentage of fee

Up to 2 weeks	100%
Not Exceeding 3 Weeks	80%
Not Exceeding 4 Weeks	60%
Not Exceeding 5 Weeks	40%
Not Exceeding 6 Weeks	20%
Not Exceeding 8 Weeks	10%

No such Introduction shall be arranged or free replacement provided or rebate granted unless:

4.5.1 the Client has provided Ross with written notification of the fact of the Placement of the Candidate within 14 days of agreeing to such Placement;

4.5.2 the Client has given Ross written notice of the termination of the Placement within 14 days of its termination;

4.5.3 the Client has paid all fees due to Ross pursuant to this Agreement within 14 days of the invoice; and

4.5.4 the Client has provided satisfactory evidence to Ross of the reason for the termination of the Placement.

4.5.5 The Client does not re-engage the Candidate within a period of 12 months from the termination of the Placement.

For the avoidance of doubt, if Ross has opted to try to Introduce a replacement Candidate to the Client but has not been able, following use of reasonable endeavours, to Introduce a replacement Candidate to the Client in accordance with this clause within 6 months of being notified of the termination of a permanent Placement by the Client in accordance with this clause, Ross shall have no further obligation to introduce a replacement Candidate or to provide any rebate.

4.6 If the Client discloses details of the Candidate to a third party (including but not limited to a subsidiary or associated company of the Client) which results in the Placement of the Candidate within 6 months of the Introduction or within 6 months of the end of the Placement whichever is later, the Client will notify Ross within 7 days of the Candidate commencing such a Placement and will pay Ross a fee calculated in accordance with clause 4.1 or 4.2 above as appropriate. The provisions of clause 4.5 do not apply to any such Placement that falls within clause 4.6

4.7 Ross reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

4.8 Where the Client fails to notify Ross of the fact that a Candidate has been employed by either the Client or a third party following an introduction in accordance with clause 4.6 or clause 3.2.1 as appropriate, Ross reserves the right to charge interest at the rate of 8% per annum above the base rate from time to time of the Bank of England from the date on which the Client should have notified Ross pursuant to clause 4.6 or clause 3.2.1 until the date on which an invoice is issued by Ross for the introduction fee payable under clause 4.1 or 4.2 or 4.3.

4.9 The Client will indemnify Ross in full for and against all costs, charges and expenses incurred by Ross in recovering any outstanding charges. In addition to interest and any legal costs ordered by a Court, and without prejudice to any other rights or remedies available to Ross, if the invoice remains outstanding on the eighth



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day following receipt, Ross reserves the right to require the Client to pay the higher of the sum of £125 or 10% of the total outstanding charges by way of liquidated damages and as a contribution to the administrative costs incurred by Ross in relation to the outstanding charges.

5. STEPS TO BE TAKEN BY ROSS IN CONNECTION WITH EACH CANDIDATE

5.1 In relation to each Candidate whose details are supplied to the Client Ross shall provide:

- 5.1.1 confirmation of the identity of the Candidate and that evidence of identity has been checked;
- 5.1.2 confirmation that the Candidate has the experience, training, qualifications and/or authorisation that the Client has confirmed it considers necessary or which the Candidate is required by law or any professional body to hold to carry out the Placement and which have been notified to Ross under clause 3 above;
- 5.1.3 confirmation that the Candidate wishes to be considered for the Placement.

5.2 If the Placement will require the Candidate to have qualifications or authorisations and/or work with any Vulnerable Person Ross will confirm to the Client that it has made reasonable efforts to:

- 5.2.1 check that the Candidate holds the necessary qualifications and authorisations; and
- 5.2.2 obtain references from two people not connected to the Candidate and who have consented to their references being disclosed to the Client; and
- 5.2.3 carry out such checks as are necessary for it to determine that the Candidate is not unsuitable to attend to or care for Vulnerable Persons.

6. LIABILITY

6.1 Ross shall make all reasonable efforts to ensure that Candidates supplied to the Client are suitable and have the necessary skills and competence for the Placement concerned. However Ross cannot accept any liability for any loss, expense, damage or delay arising from any failure to identify a suitable candidate for a Placement, from a Placement ending prematurely or from any negligence, misrepresentation, dishonesty, misconduct or lack of skill on the part of a Candidate. This exclusion does not apply to any liability for death or personal injury arising from Ross's own negligence or to any liability not capable of being excluded by virtue of any statutory provision.

6.2 Ross accepts no responsibility for the accuracy of the information supplied pursuant to clauses 5.1 and 5.2 of these terms. The Client is responsible for assessing the suitability of a Candidate and for verifying that a Candidate has the necessary qualifications or authorisation required by law or a professional body in order to carry out the Placement. The Client is also responsible for ensuring that it has any necessary licences, permits or consents to enable a Candidate to work in a particular placement in the place where they are engaged to work, including any necessary work permits, and for the arrangement of a medical examination or investigating a Candidate's medical history.

6.3 The Client shall indemnify Ross and keep Ross indemnified against any costs, claims or liabilities incurred by Ross arising out of any breach of this agreement by the Client or as a result of any loss, expense, damage or delay arising from a Placement (save in relation to liability for death or personal injury arising from Ross's own negligence).

6.4 The Client undertakes that if it becomes aware of any circumstances which would make it detrimental to the interests of a Candidate to accept a Placement it will inform Ross immediately.

6.5 Ross's liability for any breach of these terms or for any liability for its negligence or otherwise (save to the extent that such results in death or personal injury) shall not exceed Ross's charges for the introduction of the relevant Candidate. Ross will not be liable in relation to any matter not reported by the Client in writing within 3 days of its occurrence or the Client's discovery of its occurrence.

7. ADVERTISING

By asking Ross to introduce a Candidate to the Client, the Client authorises Ross to advertise the role or roles for which the introduction of the Candidate is made to the Client.

8. TERMINATION



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Subject to the provisions relating to payment of introduction fees pursuant to clause 4 above this agreement may be terminated at any time by the Client or Ross without notice or liability.

9. NON-SOLICITATION

During this agreement and for 12 months following the date of the end of the last Introduction or Placement, whichever is the later, the Client shall not:

9.1 solicit, entice away or endeavour to entice away any employee of Ross with whom the Client has had material dealings and who is employed by Ross ("**Restricted Employee**"); or

9.2 employ or otherwise engage any such Restricted Employee. In the event that the Client is in breach of its obligations under this clause 9, the Client will be liable to Ross for a fee of £10,000.



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