

PR Futures

CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF (TO BE DIRECTLY EMPLOYED BY THE CLIENT)

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

| | |
|-----------------------|---|
| “Applicant” | means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff; |
| “Client” | means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced; |
| “Agency” | means PRFutures Consulting LLP; |
| “Engagement” | means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee |
| “Introduction” | means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant; |
| “Remuneration” | is the base salary or fees payable to or receivable by the Applicant for services rendered to or on behalf of the Client. |

1.2. Unless the context requires otherwise, references to the singular include the plural.

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

2. THE CONTRACT

- 2.1. Written or oral instructions by the Client to the Company to introduce Candidate(s) will be deemed as the Client's acceptance of these Terms regardless of whether the Client signs the Terms. Further, without limiting how these Terms may be accepted, a Client can accept them by its conduct, including but not limited to by meeting with or making arrangements to meet with the Candidate(s) or passing on any Candidate's personal information to a third party.
- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. NOTIFICATION AND FEES

- 3.1. The Client agrees:
 - a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
 - b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
 - c) To pay the Agency's fee within 30 days of the date of invoice.
- 3.2. No fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.
- 3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days 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. You will be liable for the time costs of pursuing payment and the costs of any legal proceedings to recover our costs and disbursements both before and after any judgment is obtained against you
- 3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount equal to 20% of the total Remuneration applicable during the first 12 months of the Engagement, for permanent hire. 20% for temporary hire for the duration of the contract. VAT will be charged on the fee if applicable.
- 3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

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- 3.6 If the Client subsequently engages or re-engages the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.
- 3.7 Once an offer of Engagement is made to an Applicant, if it is then subsequently withdrawn by you through no fault of the Applicant, then we reserve the right to charge you a fee equivalent to 10% of the Remuneration

4. REFUNDS

- 4.1. In order to qualify for the following refund, the Client must pay the Agency's fee within 30 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination. If the Client does not pay fees within the 30 day period as agreed by acceptance of these terms and conditions The Company will not be bound to offer any rebate or re-run of services laid out in this document.
- 4.2. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.
- 4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

SCHEDULE 1: SCALE OF REFUND

Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, OR the client can have a free replacement hire in accordance with the original role sourced:

| Week in which the Applicant leaves | % of introduction fee refunded |
|------------------------------------|--------------------------------|
| 1 - 2 | 90% |
| 3 - 4 | 80% |
| 5 - 6 | 60% |
| 7 - 8 | 40% |
| 9 - 10 | 20% |
| 11 - 12 | 10% |

There will be no refund where the Applicant leaves during or after the 13th* week of the Engagement.

4.4.

5. INTRODUCTIONS

- 5.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 5.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 5.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

6. SUITABILITY AND REFERENCES

- 6.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 6.2. At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 6.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 6.3. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 6.4. The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 6.5. We both agree and understand that: Our opinion, statement, recommendation will not form any guarantee or endorsement. Although we endeavour to ensure the suitability of an Applicant introduced to you and, where applicable, to meet the requirements of the Regulations, we regard it as your sole responsibility to satisfy yourselves as to the suitability of any Applicant and, as applicable: take up any references you may require and check any eligibility, qualifications or experience relating to an Applicant, including any Disclosure and Barring Service (DBS checks) unless you have specifically made us aware that such Extra Applicant Information is required. Check and arrange any work or other permit or any other permission that may be required to enable the Applicant to work in the UK as provided for in the Immigration, Asylum and Nationality Act 2006 and the Immigration Act 1971 and/or such other legislation current at the time of the Applicant's appointment with you. For the avoidance of any doubt, as an employer, you must carry out the checks required by law to confirm that a potential employee is entitled to work in the UK before you employ that person. You must also

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conduct a follow-up check on people that have time limited permission to work in the UK. arrange any medical and/or investigations into the medical history immigration or other history or status of the Applicant. comply with any legislation or requirements which or requirements which are applicable when providing an Engagement of the type that you are offering to the Applicant

- 6.6. To enable the Agency to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation 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 or 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 date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any 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.

7. SPECIAL SITUATIONS

- 7.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

8. LIABILITY

- 8.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

9. LAW

- 9.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

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Signed for and on behalf of
The Client:

Name: _____

Title: _____

Date: _____

Signed for and on behalf of
The Agency:

Name: _____

Title: _____

Date: _____