TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT AND FIXED TERM CONTRACT STAFF

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

"Applicant"	means a person introduced by Astbury Marsden to the Client for an Engagement. Where the person introduced is a limited company, the term "Applicant" shall include any officer, employee or other representative of the Applicant. For the avoidance of doubt, the term "Applicant" shall also include any employee of Astbury Marsden with whom the Client has dealt during the course of the provision of services by Astbury Marsden to the Client.
"Astbury Marsden"	means Astbury Marsden & Partners Limited of 4th Floor, 33 Cannon Street, London EC4M 5SB, registered under company number 3318173, an employment agency as defined by section 13(2) of the Employment Agencies Act 1973 (as amended).
"Client"	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which an Applicant is Introduced.
"Engagement"	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary/fixed term 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, employee or representative and "Engages" or "Engaged" shall be construed accordingly.
"Introduction"	means (i) the Client's interview of an Applicant in person or by telephone, or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and "Introduces" and "Introduced" shall be construed accordingly. The Agency effects Introductions using a number of processes, namely: (a) Standard (b) File Search and Selection (c) Advertised Assignment (d) Search/Head Hunting Assignment each as defined in Schedule 1 to these Terms of Business.
"Remuneration"	means the gross annual taxable emoluments payable to or receivable by the Applicant as a result of an Engagement and includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5000 will be added to the salary in order to calculate Astbury Marsden's fee.

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 These Terms constitute the contract between Astbury Marsden and the Client and are accepted by

the Client upon signature and return of the Terms by the Client to Astbury Marsden, or in the event that Client fails to sign and return the Terms, are deemed to be accepted by the Client upon the Introduction or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Astbury Marsden, 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 agreed between Astbury Marsden and the Client. The details of any variation shall be notified to the Client by Astbury Marsden in writing as soon as reasonably practicable and such document shall state the date on or after which such varied terms shall apply.

3. NOTIFICATION AND FEES

3.1 The Client agrees:

3.1.1 To notify Astbury Marsden immediately of any offer of an Engagement which it makes to the Applicant;

3.1.2 To notify Astbury Marsden immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Astbury Marsden; and

3.1.3 To pay Astbury Marsden's fee within 14 days of the date of invoice.

3.2 Except in the circumstances set out in clause 5 below or in the circumstances referred to in Schedule 1 hereto, no fee is incurred by the Client until the Applicant commences the Engagement when Astbury Marsden 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 14 days from the date of Astbury Marsden's invoice at the rate of 8% per annum above the base rate from time to time of Lloyds TSB Bank from the due date until the date of payment.

3.4 The fee payable to Astbury Marsden by the Client for an Introduction resulting in an Engagement commencing within 12 months of the Introduction is calculated in accordance with the Fee Structure set out in Schedule 1 attached hereto, on the Remuneration. 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.

3.6 If the Client subsequently engages or re-engages the Applicant within the period of 6 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.

4. REFUNDS

4.1 In order to qualify for the following refund, the Client must pay Astbury Marsden's fee within 14 days of the date of invoice and must notify Astbury Marsden in writing of the termination of the Engagement within 14 days of its termination.

4.2 If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant, or resigns due to ill health, or is dismissed by reason of misconduct) the fee may be fully or partially refunded, depending upon the method by which the Introduction was effected, in accordance with the accompanying Scale of

Refund set out in Schedule 1 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.

5. CANCELLATION FEE AND FINDERS'S FEE

5.1 Subject to the provisions of Schedule 1, if, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay Astbury Marsden a minimum fee of 25% of the Remuneration plus VAT at the prevailing rate, if applicable.

5.2 If, as a result of an Introduction of an Applicant to the Client by Astbury Marsden, the Applicant and the Client enter into a business relationship other than an Engagement, the Client shall be liable to pay Astbury Marsden a finder's fee equivalent to a percentage of the monetary consideration passing between the Client and the Applicant during the first 12 months of their business relationship, plus VAT at the prevailing rate if applicable. The finder's fee shall be calculated as follows:

Amount of consideration:	**Fee:**
That portion of the consideration up to £5,000,000	2.5%
That portion of the consideration between £5,000,001 and £10,000,000 inclusive	2.0%
That portion of the consideration over £10,000,000	1.5%

6. INTRODUCTIONS

6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Astbury Marsden which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of Astbury Marsden's fee as set out in clause 3.4 with no entitlement to any refund.

6.2 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 Astbury Marsden, whether direct or indirect, within 12 months from the date of Astbury Marsden's Introduction.

6.3 Where the amount of the actual Remuneration is not known Astbury Marsden 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 Astbury Marsden by the Client and/or comparable positions in the market generally for such positions or £50,000, whichever is greater.

7. SUITABILITY AND REFERENCES

7.1 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 to work in the position which the Client seeks to fill.

7.2 At the same time as proposing an Applicant to the Client, Astbury Marsden shall inform the Client of such matters in clause 7.1 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.

7.3 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.

7.4 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.

7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or Astbury Marsden before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.6 To enable Astbury Marsden to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to Astbury Marsden 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.

8. SPECIAL SITUATIONS

8.1 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, Astbury Marsden 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 Astbury Marsden 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.

9. LIABILITY

9.1 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 Astbury Marsden seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Astbury Marsden to introduce any Applicant. For the avoidance of doubt, Astbury Marsden does not exclude liability for death or personal injury arising from its own negligence.

10. LAW

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

Signed: _____

Date: _____

Name: _____

Authorised signatory for and on behalf of Client

Signed: _____

Date: _____

Name: _____

Authorised signatory for and on behalf of Astbury Marsden & Partners Limited

SCHEDULE 1

FEE STRUCTURE AND SCALE OF REFUND

The Agency can provide Introductions to the Client by a number of different methods, namely:

(a) Standard
(b) File Search and Selection
(c) Head Hunting Assignment
(d) Indirect Introduction

A **Standard Introduction** means an Introduction of an Applicant by Astbury Marsden to the Client where no prior specific instruction from the Client to find an Applicant has necessarily been given or any Introduction which does not fall into the other categories set out below.

An **Introduction by File Search and Selection** means the Introduction of an Applicant or Applicants following a request by the Client for the Introduction of Applicants, where Applicants are identified from Astbury Marsden's existing database of potential Applicants.

An **Introduction via a Head Hunting Assignment** is an Introduction of an Applicant or Applicants following a request for the Client for the Introduction of Applicants, where Applicants are identified within the marketplace, according to criteria for qualifications and experience identified by the Client and directly approached with details of the Client's vacancy by Astbury Marsden.

An **Indirect Introduction** may take place where an Applicant who has been Introduced to the Client by Astbury Marsden, is Introduced by the Client to a third party, who offers an Engagement to the said Applicant as referred to in clause 6.1 of the Terms of Business.

(A) STANDARD INTRODUCTION

1. Fee Structure

The fee payable to Astbury Marsden by the Client for a Standard Introduction resulting in an Engagement is an amount equal to 30% of the Applicant's Remuneration. VAT will be charged on the fee if applicable.

2. Scale of Refund

Should an Engagement terminate before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant, or resigns due to ill health, or is dismissed by reason of misconduct) Astbury Marsden's fee will be refunded, subject to the provisions of clause 4 of the Terms of Business, in accordance with the scale set out below, within 30 days of notification of the termination of the Engagement:

Length of engagement (including notice period worked)	**Fee to be refunded**
Engagement terminating within the first 6 weeks after commencement	75% rebate of fee
Engagement terminating after the first 6 weeks but before the end of 8 weeks after commencement	50% rebate of fee
Engagement terminating after the first 8 weeks but before the end of 10 weeks after commencement	25% rebate of fee
Engagement terminating after 10 weeks from commencement	No refund or credit

(B) INTRODUCTION BY FILE SEARCH AND SELECTION

The fees structure and scale of refund for Introductions by File Search and Selection shall be the same as for a Standard Introduction, set out in section (A) above.

(C) INTRODUCTION BY HEADHUNTING ASSIGNMENT

1. Fee Structure

The fee payable to Astbury Marsden by the Client for a Standard Introduction resulting in an Engagement is an amount equal to 30% of the Applicant's Remuneration. VAT will be charged on the fee if applicable. The fee shall be payable in the following instalments:

(a) One third of the fee upon acceptance of Client's instructions. This fee is not refundable in any circumstances.

(b) One third of the fee upon delivery by Astbury Marsden of a short list of potential Applicants, or 30 days after acceptance of the Client's instructions, which ever date is the sooner.

(c) One third of the fee upon the Applicant's acceptance of the Client's formal offer of an Engagement.

Where the precise Remuneration is no known in advance, the remuneration will be estimated for the purposes of the first two instalments of the fee. The final instalment of the fee will be based on the actual Remuneration and any necessary adjustments will be made. No entitlement to refund of any paid instalment arises, where the Client decides not to proceed with the advertised assignment procedure at any stage or the Engagement of the Applicant.

The Client shall also be liable to reimburse Astbury Marsden in respect of advertising costs, for advertising placed in respect of the Client's recruitment requirements and any other disbursements incurred with the agreement of the Client.

IN THE EVENT THAT THE CLIENT CANCELS THE ASSIGNMENT AT ANY TIME AFTER ACCEPTANCE OF INSTRUCTIONS AND BEFORE THE ACCEPTANCE BY AN APPLICANT OF AN OFFER OF AN ENGAGEMENT, THE CLIENT SHALL BE LIABLE TO PAY A CANCELLATION FEE EQUIVALENT TO ONE THIRD OF THE FEE.

Where the Client Engages more than one Applicant Introduced by Astbury Marsden during the course of an advertised assignment, the Client shall be liable to a pay a fee to Astbury Marsden in respect of the second and any subsequently Engaged Applicants, in an amount equal to 30% of the Applicant's Remuneration. VAT will be charged on the fee if applicable. No replacement or refund arrangements will be applicable in this event or in any event under the advertised assignment procedure.

(D) INDIRECT INTRODUCTIONS

The fees structure and scale of refund for Indirect Introductions shall be the same as for a Standard Introduction, set out in section (A) above.

GENERAL PROVISIONS APPLICABLE TO ALL TYPES OF INTRODUCTION PROCESS

Save where specified to the contrary above, where a Remuneration figure is not provided by the Client or is otherwise not ascertainable by Astbury Marsden, Astbury Marsden shall base it's fee on a Remuneration figure which is equivalent to the last known total gross remuneration package which was paid to the Applicant (including salary and the value of all taxable benefits and emoluments) plus a 20% uplift thereon.