

## TERMS AND CONDITIONS RELATING TO THE INTRODUCTION OF PERMANENT STAFF

### 1. Definitions

In these terms and conditions and all contracts to which the terms and conditions apply:

1.1 "The Company" means The Bridge (IT Recruitment) Limited, also known as the Bridge, of Registered Address: Adamson House, Centenary Way, Manchester, M50 1RD

1.2 "The Client" means the person firm (including a group of individuals of whatever nature) or company (including a group of companies of whatever description) to which the Company shall supply or offer to supply or introduce any Applicant.

1.3 "Applicant" means a person firm (including a group of individuals of whatever nature) or a company including a group of companies of whatever description) which the Company shall introduce for possible Engagement by the Client. Applicant further means any person firm (including a group of individuals of whatever nature) or a company including a group of companies of whatever description) which an Applicant engaged by the Client under these terms and conditions shall within 12 months of such Engagement introduce to the Client for possible Engagement by the Client

1.4 "Engagement" means:

- 1.4.1 the employment of an Applicant by the Client; or
- 1.4.2 an agreement between the Client and the Applicant to enter into a contract of employment on some later date; or
- 1.4.3 an agreement by the Client to remunerate an Applicant; or
- 1.4.4 an agreement by the Applicant to accept employment or remuneration from a third party to whom he was referred by the Client (whether with or without the consent of the Company).

1.5 "Interview" means any communication whether carried out in person by telephone electronic mail or other means between the Client and an Applicant with a view to establishing the suitability of the Applicant for Engagement by the Client.

1.6 "Remuneration" means the aggregate of salary, fees, payments, weighting and other taxable emoluments of all descriptions payable to or receivable by the Applicant for services rendered to the Client or any third party in the period of 12 calendar months from the date of Engagement or the date of commencement of provision of services by the Applicant whichever is the later. For the purposes of fee calculation a company car shall be valued at £3,000.

1.7 "Fee" varies according to Remuneration as follows:

where Remuneration is less than £24,999, fee means **20%** of Remuneration  
 where Remuneration is £25,000 - £39,999, fee means **25%** of Remuneration  
 where Remuneration is 40,000 or over, fee means **30%** of Remuneration  
 All fees are subject to VAT at the prevailing rate unless specifically stated otherwise.

1.8 "Settlement Period" means 14 days from date of invoice.

1.9 "Interest" means 4% per annum above the Base Rate for the time being of Barclays Bank plc calculated on a daily basis.

### 2. Acceptance of Terms

The Client shall be deemed to have accepted and be bound by these terms and conditions:

- 2.1 When it conducts an interview with an Applicant whether on the premises of the Client or otherwise; or
- 2.2 When it enters into an Engagement with an Applicant; or
- 2.3 When an Engagement is made between a third party and an Applicant as a direct or indirect consequence of an introduction made by or on behalf of the Company.

### 3. Client's Obligations

The Client shall:

- 3.1 Notify the Company of any engagement made whether such engagement is made at the time of such introduction or within 12 months after the last interview arising from such introduction.
- 3.2 Fully disclose to the Company the remuneration to be paid to the Applicant and its means of calculation.
- 3.3 Pay the fee together with V.A.T thereon at the rate for the time being in force within the Settlement Period and in default thereof pay interest thereon from the date of invoice to the date of actual settlement.

### 4. Abatement of Fees

4.1 In the event of termination of an Engagement within 4 weeks of its commencement the Company shall, subject to Clauses 4.2 and 4.3 hereof, abate the fee by credit to the Client in accordance with the following scale:

Termination of Engagement	Credit Allowed
Within the first 2 weeks	75%
In the 3rd week	50%
In the 4th week	20%

4.2 The Company shall not be liable to abate a fee unless:

- 4.2.1 The Company's invoice in respect of the engagement shall have been paid in the Settlement Period.
- 4.2.2 Notice of termination shall have been given in writing by the Client to the Company within 1 week of such termination and;
- 4.2.3 Documentary evidence of termination is produced to the Company by the Client.

4.3 The Company shall not be liable to abate a fee if:

- 4.3.1 The Applicant has been made redundant
- 4.3.2 The Engagement has been terminated for reasons which do not reflect the Applicant's abilities or character.
- 4.3.3 The Client has received a discount against the normal Fee.

### 5. Confidentiality

The Company and the Client shall ensure mutual confidentiality of all information exchanged for the purpose of effecting an Engagement; and

5.1 The Client shall not without consent of the Company provide information in respect of the Applicant to any third party whether for employment purposes or otherwise.

5.2 The Company shall not without the consent of the Client provide to any third party information in respect of the Client or its business or undertaking.

5.3 The Client shall not to make any approach to the current/previous employers of the candidate without the candidate's express consent.

### 6. Indemnity

6.1 Whilst the Company shall use its best endeavours to ensure that each Applicant introduced by it to the Client is suitable for the post offered by the Client, the Client alone is responsible for the verification of references obtained and the selection of Applicant(s) to whom offers of Engagement are made.

6.2 The Company shall not be liable for any loss or damage incurred by the Client by virtue of the act, omission or default of any Applicant.

### 7. Contractors

Whenever the Company shall have supplied any person firm or company (including a group of companies) of whatever description to the Client whether under a temporary or fixed term Engagement or under an agreement for the supply of technical or professional services to the Client the further Engagement by the Client of such person firm or company as aforesaid or within 12 months after the termination of the agreement to supply the contractor temporary worker or such technical or professional services shall be deemed to be an Engagement of an Applicant on the terms and conditions set out herein.

### 8 Non-Solicitation

8.1 Subject to our prior written consent, during the term of this Agreement and for a period of two (2) years thereafter, the Client shall not:-

- 8.1.1 contact or have dealings with any of the Employment Business' employees with a view to inducing any such individual to leave their employment with the Employment Business; or
- 8.1.2 employ, engage or procure the engagement for any third party, whether as an employee, agent, partner or consultant, any of our employees.

8.2 The Client agrees that a reasonable assessment of the damages arising from breach of clause 8.1 would be an amount equal to the annual salary of the relevant employee as of the date of the breach of this clause as liquidated damages and the Client hereby agrees to make payment of this amount as liquidated damages to the Employment on the date of said breach.

### 9. Proper Law

These terms and conditions shall be construed and take effect in accordance with the laws of England.

### 10. Arbitration

The Company may at its discretion refer any dispute arising between itself and the Client or relating to the terms of this agreement to a single Arbitrator under the terms of the Arbitration Acts 1950 to 1979 or any statutory modification thereof from time to time in force.

### 11. Headings

The Clause headings do not form part of these conditions and shall not be utilised for the purpose of interpretation.