

Talent International Limited (is part of the Talent International Group) – Terms of Business for Permanent Recruitment Services

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 Talent International (UK) Limited (“**Talent**”) of 134 Edmund Street, Birmingham, UK, B3 2ES; Talent International TIL GmbH is a subsidiary of this.

“**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, following the client instruction to the Agency to search for an Applicant; or requesting the Agency services following direction and agreement by the client; in the event the client (i) requests an interview of an Applicant in person or by telephone; (ii) interviews an Applicant in person or by telephone (iii) the passing to the client of a curriculum vitae or information which identifies the Applicant which leads to an Engagement of that Applicant; or where the Applicant is engaged by the client and or any subsidiary or associated Company within the specified Introductory Period of 12 months, whether or not the Applicant was engaged directly, indirectly or via another third party Agency, it is agreed Talent is entitled to the Introduction fee as agreed or as set out in clause 3.2 or 3.5 below.

“**Introductory Period**” means, 12 calendar months following the request or actual interview or the date that information was provided that led to the engagement, whichever is the latter.

“**Remuneration**” includes base salary, any guarantees and/or anticipated bonus, allowances, inducement payments, 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. These Terms constitute the contract between the Agency and client and are deemed to be accepted by virtue of an Introduction to the client, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction. These terms are binding and enforceable with or without signature.

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. Any and all variants to these terms must be agreed in writing (via e-mail) by a Director of Talent. No variants will be binding unless provided in writing and agreed by a relevant Talent director.

3 Notification and Fees

3.1. The client agrees that in the event of an engagement, they shall:

a) Notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;

b) 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 14 days of the date of invoice.

3.2) The fee payable to the Agency by the Client for an introduction resulting in an Engagement is the amount equal to:

25%

of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable. Fees are calculated as a percentage of the first years gross remuneration. In the case of each Applicant there is a minimum fee of €5,000.

3.3. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the client, until the applicant signs the contract with the client, the Agency will render an invoice to for its fees.

3.4 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 10% per annum above the base rate from time to time of Lloyds Bank Plc from the due date until the date of payment.

3.5 In the event the client subsequently engages the Applicant within the period of 12 calendar months from the date of the introduction, the client must inform the agency within 7 days of the engagement and accepts that they will be invoiced as per clause 3.2. Further the Client agrees that in the event they fail to inform the agency of the engagement within 7 days will result in a full fee calculated at 40% of the anticipated remuneration or €20,000 whichever is the greater.

4 Refunds

4.1. In order to qualify for the following refund, the client must pay the Agency’s fee within 14 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.

4.2. If the Engagement terminates before the expiry of 8 weeks from its commencement (except where the Applicant is made redundant) the client will be refunded 12.5% of the fee for each week the Applicant did not work during the 8 week period.

4.3. In circumstances where clause 3.5 applies there shall be no entitlement to a refund.

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 12 months of the Introduction renders the client liable to payment of the Agency’s fee as set out in clause 3.5

5.2. An introduction fee is agreed and payable by the Client calculated in accordance with clause 3.5 in relation to any Applicant engaged within the specified Introductory Period of 12 calendar months as a consequence of or resulting from an introduction whether direct or indirect or via another third party Agency.

5.3. In the event that any employee of the Agency with whom the client has had personal dealings accepts an Engagement with the client within 3 months of leaving the Agency’s employment, the client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.5 which will 40% of anticipated remuneration or €20,000 whichever is the greater.

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6 Suitability & 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 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.
- 6.2. 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.
- 6.3. Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 the client shall satisfy itself as to the suitability of the Applicant and the client shall take up any references they feel are required before engaging such Applicant. Talent is not liable for the provision of any references, this sits solely with the Client. The client is also 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.
- 6.4. To enable the Agency to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 the client undertakes to provide to the Agency details of all necessary information.

7 Liability

- 7.1 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.

8 Law

- 8.1. These Terms are governed by the law of Germany and are subject to the exclusive jurisdiction of the Courts of Germany.