



**TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT STAFF (TO BE DIRECTLY ENGAGED BY THE CLIENT)**

PPRL08042020

**1. DEFINITIONS**

1.1. In these Terms, the following definitions apply:

<b>“Affiliate”</b>	means in relation to a party, any person that Controls, is Controlled by, or is under common Control with that party;
<b>“Agency”</b>	Pharma Partners Recruitment Limited (registered company no. 12000995) of 8 <sup>th</sup> Floor Edmund House, 12-22 Newhall Street, Birmingham, B3 3AS;
<b>“Candidate”</b>	means a person Introduced by the Agency to the Client to be considered for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body;
<b>“Client”</b>	means any person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate is Introduced by the Agency;
<b>“Contract”</b>	means the contract between the Agency and the Client for the provision of Recruitment Services containing these terms and conditions and entered into in accordance with clause 2;
<b>“Control”</b>	means in relation to a party, direct or indirect beneficial ownership of more than 50% of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of that party, as the case may be;
<b>“Data Protection Laws”</b>	means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
<b>“Employee”</b>	means an individual employed directly by the Agency on a permanent contract of employment;
<b>“Engagement” (or “Engage(s)” or “Engaged”)</b>	means the employment, hire or other use, directly or indirectly and whether under a contract of services or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client, and ‘Re-engages’ shall be interpreted accordingly;
<b>“Exclusivity”</b>	means to provide the Agency with an exclusive period without outside introductions from either solicited or unsolicited sources. During an Exclusivity period, any CV or alternative means of introduction received from another source, will be passed to the Agency for review and qualification. Upon engagement with a Candidate of this nature, the Candidate will be considered to have been introduced by the Agency;
<b>“Introduction” (or “Introduce” or “Introduced”)</b>	means the provision to the Client of a curriculum vitae or any other details, whether written or oral, of a Candidate, whether or not the Client had knowledge of that Candidate before the Introduction;
<b>“Introduction Fee”</b>	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement, calculated in accordance with the Schedule;
<b>“Losses”</b>	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
<b>“Recruitment Services”</b>	means a search for Candidates for vacancies that the Client has notified to the Agency and Introduction of them to the Client by the Agency;
<b>“Remuneration”</b>	means all emoluments, together with all benefits that form part of the Candidate’s gross taxable pay (i.e. gross salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other benefits to be paid over 12 months before applying any exemptions, allowances or deductions for income tax purposes, including where the Client provides a company car or a car allowance, the sum of £6,000 or the car allowance, whichever is greater;
<b>“Replacement Candidate”</b>	means any Candidate Introduced by the Agency to the Client following the Introduction of another Candidate whose Engagement either did not commence or was terminated in accordance with clause 5.1;
<b>“Vulnerable Person”</b>	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention and includes any person under the age of eighteen;





- 1.2. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

- 2.1. These terms of business and the attached Schedule (**"the Terms"**) constitute the contract between the Agency and the Client for the Introduction of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client when any of the following events occur:
  - 2.1.1. the Client requests the Agency to introduce a Candidate for any position; or
  - 2.1.2. the Client, or a third party acting on the Client's behalf, interviews a Candidate; or
  - 2.1.3. the Client Engages a Candidate in any capacity; or
  - 2.1.4. a Candidate begins work for the Client in any capacity; or
  - 2.1.5. the Agency provides any of the Recruitment Services to the Client.
- 2.2. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.

## 3. RECRUITMENT SERVICES

- 3.1. The Agency will provide the Recruitment Services to the Client in consideration of the Client paying the applicable Introduction Fee to the Agency, subject to the terms and conditions of the Contract.
- 3.2. The Agency will use reasonable endeavours to Introduce to the Client a Candidate suitable to carry out work of such nature as the Client notifies to the Agency. The Agency does not represent, warrant or undertake to find a suitable or any Candidate for each vacancy notified to it by the Client.
- 3.3. By requesting the Agency to Introduce Candidates for a vacancy, the Client authorises the Agency to advertise such a vacancy, but the Agency is not authorised to use the Client's name or any of its logos or trademarks without the Client's prior express written permission. The Client accepts no liability for any advertising, promotional or marketing costs incurred by the Agency.

## 4. FEES

- 4.1. The Client will pay an Introduction Fee to the Agency in respect of (i) each Candidate Engaged by the Client and (ii) each Candidate Re-Engaged by the Client in accordance with clause 5.4
- 4.2. If, following a Candidate's unsuccessful application to the Client via the Agency, either:
  - 4.2.1. the Client Engages the Candidate; or
  - 4.2.2. the Client or the Client's employee, agent or subcontractor refers or Introduces that Candidate to a third party, including an Affiliate of the Client, and that third party Engages the Candidate in any capacity, within 12 calendar months of: (a) the Introduction; (b) the Client's withdrawal of an offer of a position; (c) the Candidate's rejection of an offer of a position; or (d) the last correspondence between the parties pertaining to a Candidate which was Introduced, whichever is the later, the Client shall be liable for an Introduction Fee, as set out in the Schedule.
- 4.3. The Introduction Fee will become due when the Candidate accepts an offer of a position.
- 4.4. The Client will pay the Introduction Fee within 14 days of the date of the Agency's invoice.
- 4.5. The Introduction Fee charges for the Introduction of any Candidate for an Engagement is applicable for one Engagement only. For each additional Candidate Introduced by the Agency and Engaged by the Client, a further Introduction Fee will be payable.
- 4.6. The Introduction Fees are for the Introduction of Candidates only and do not include any salary due to any Candidate. Unless the Candidate is self-employed, it is the Client's responsibility to account for any tax and national insurance contributions attributable to the Candidate.
- 4.7. If, after an offer of a position has been accepted by a Candidate, the Client withdraws the offer, the Client will be liable for a cancellation fee of 100% of the Introduction Fee.
- 4.8. The Client shall not be entitled to any rebate where the Candidate leaves the Engagement.
- 4.9. The Client's obligations under this clause 4 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 4.10. All amounts are exclusive of VAT, which is charged in addition at the rate in force at the time the Client is required to make payment.
- 4.11. If the Client does not make payment by the date stated in any invoice, the Agency reserves the right to:
  - 4.11.1. charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date;
  - 4.11.2. require the Client to pay, in advance, for any Recruitment Services which have not yet been performed; and
  - 4.11.3. not perform any further Recruitment Services.





## 5. REPLACEMENT CANDIDATE

- 5.1. If, after an offer of a position has been made and accepted by the Candidate, the Engagement:
- 5.1.1. does not commence because the Candidate withdraws their acceptance; or
  - 5.1.2. is terminated by either the Candidate or the Client within 10 weeks of the Engagement having commenced for any reason other than redundancy or the restructuring or re-organisation of the Client's business,
- then the Agency will endeavor to Introduce one suitable Replacement Candidate based on the original specification given for the original position.
- 5.2. In order to qualify for the Replacement Candidate the Client must comply with the provisions of clause 4 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.
- 5.3. When an offer for a position is made by the Client but is withdrawn by the Client after acceptance by the Candidate, the Agency shall not find a Replacement Candidate and the Client shall pay the amounts set out in clause 4.7 above.
- 5.4. If the original Candidate is Re-Engaged within a period of 6 calendar months from the date that the Candidate's employment by the Client ended, and the Agency has Introduced a Replacement Candidate to the Client for the original position in accordance with clause 5.1, the Client shall pay an Introduction Fee to the Agency in respect of the Re-Engaged Candidate, as set out in clause 4.
- 5.5. There will be no entitlement to a replacement candidate where paragraph 4 of Schedule 1 applies.

## 6. INTRODUCTIONS TO THIRD PARTIES

- 6.1. Introductions of Candidates are for the benefit of the Client only. If a Client effectively Introduces any Candidate to a third party, whether directly or indirectly, including any Affiliate of the Candidate, and that Introduction results in an Engagement of the Candidate by that third party, the Client will:
- 6.1.1. immediately notify the Agency of the Engagement; and
  - 6.1.2. pay to the Agency an Introduction Fee in accordance with clause 4, unless the Engagement occurs more than 12 months after: (i) the Agency's Introduction of the Candidate to the Client; or (ii) the date of the Candidate's last interview with the Client, whichever is the later.
- 6.2. For the avoidance of doubt, if this clause 6 applies, neither the Client nor the third party shall be entitled to a Replacement Candidate under clause 5 in any circumstances.

## 7. SUITABILITY CHECKS

- 7.1. The Agency endeavours to ensure the suitability of Candidates Introduced to the Client by taking reasonably practicable steps to:
- 7.1.1. obtain confirmation that the Candidate is willing to work in the position;
  - 7.1.2. ensure that the Candidate has given consent for his or her details to be submitted for the vacancy for which they are submitted;
  - 7.1.3. obtain confirmation of the Candidate's identity; and
  - 7.1.4. at the Client's request, supply to the Client details of, and if relevant, copies of:
    - 7.1.4.1. any relevant experience, training and qualifications;
    - 7.1.4.2. any authorisation which the Client considers necessary or which may be required by law or by any professional body; and
    - 7.1.4.3. any non-confidential references,
- in the Agency's possession, except where the Agency is not permitted to obtain, verify or disclose them.
- 7.2. Notwithstanding clause 7.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the vacancy for which the Candidate was introduced. Without prejudice to the generality of the foregoing, the Client acknowledges and agrees that it is the Client's responsibility to:
- 7.2.1. take up and verify any references provided by the Candidate;
  - 7.2.2. check the validity of the Candidate's qualifications and experience;
  - 7.2.3. check the Candidate's right to work and obtain permission to work as may be required by the law of the country in which the Candidate will work;
  - 7.2.4. arrange medical examinations and/or investigations into the medical history of any Candidate; and
  - 7.2.5. ensure that the Candidate satisfies any medical requirements or other requirements or qualifications that may be appropriate or required by law.
- 7.3. Where the Candidate is Introduced for a position which the Client has confirmed involves working with, caring for or attending a Vulnerable Person, the Agency shall, in addition to the obligations in clause 7.1, take reasonably practicable steps to:
- 7.3.1. obtain confirmation that the Candidate 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
  - 7.3.2. obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably





practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

## 8. CLIENT OBLIGATIONS

- 8.1. The Client acknowledges and agrees that:
  - 8.1.1. by requesting the Agency to carry out an act on its behalf, the Client authorises the Agency to act on the Client's behalf for that purpose; and
  - 8.1.2. by requesting the Agency to Introduce Candidates for a position, the Client authorises the Agency to advertise that position, subject to the provisions of clause 3.3.
- 8.2. When requesting the Agency to Introduce Candidates for a vacancy, the Client undertakes to provide to the Agency the following information:
  - 8.2.1. the Client's full corporate name, address and registered number, or (if it is not incorporated) its full business and trading name and address, and the nature of its business;
  - 8.2.2. the nature of the vacancy, including type of work that the Candidate would be required to do, its location, the hours of work, the commencement date and the likely duration;
  - 8.2.3. the experience, training, qualifications and any authorisation which are required by the Client or which are required by law or any professional body;
  - 8.2.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 8.2.5. the minimum rate of Remuneration, the intervals of payment and any other benefits;
  - 8.2.6. any expenses payable by or to the Candidate;
  - 8.2.7. the length of notice that the Candidate would be entitled to give or to receive to terminate their employment with the Client; and
  - 8.2.8. whether the vacancy entails caring for a Vulnerable Person.
- 8.3. The Client will satisfy itself as to the suitability of any Candidate in accordance with clause 7.2.
- 8.4. The Client will notify the Agency immediately on the occurrence of the first of the following events:
  - 8.4.1. a Candidate accepts an offer of employment from the Client; or
  - 8.4.2. the commencement of an Engagement by the Candidate, and provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency.

## 9. INFORMATION TO BE PROVIDED

- 9.1. When the Agency Introduces a Candidate to the Client the Agency shall confirm that it has obtained confirmation of the matters set out in clause 7.1 and in the case of a position which involves working with Vulnerable Persons the matters in clause 7.3.
- 9.2. All relevant information shall be confirmed in writing by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following the Introduction, save where the Agency has already received this information in respect of the Candidate.

## 10. CONFIDENTIALITY

- 10.1. All Introductions are confidential. All work undertaken by the Agency for the Client in respect of the Introduction of a Candidate to the Client will be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of the Agency.
- 10.2. Each party ("**Receiving Party**") will keep the confidential information of the other party ("**Supplying Party**") confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose and for performing the Receiving Party's obligations under this Agreement. The Receiving Party will inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause 10.2, and ensure that the Receiving Party's officers, employees and agents meet those obligations.
- 10.3. The obligations in this clause 10 will not apply to any information which:
  - 10.3.1. was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
  - 10.3.2. is, or becomes, publicly available through no fault of the Receiving Party;
  - 10.3.3. is provided to the Receiving Party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure;
  - 10.3.4. was developed by the Receiving Party, or on its behalf by a third party who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party;
  - 10.3.5. is required to be disclosed by order of a court of competent jurisdiction.
- 10.4. The obligations in this clause 10 will survive indefinitely.





## 11. DATA PROTECTION

- 11.1. For the purposes of this clause, any defined terms shall have the meaning given to them in the Data Protection Laws.
- 11.2. The parties acknowledge that the Agency is a Controller in respect of a Candidate's Personal Data and that the Agency provides such Personal Data to the Client in accordance with the Data Protection Laws for the purposes anticipated by these Terms.
- 11.3. The parties further acknowledge that the Client is a Controller of the Candidate's Personal Data.
- 11.4. The parties agree that they are not Joint Controllers in respect of the Candidate's Personal Data.
- 11.5. Each party shall comply with Data Protection Laws in so far as they apply to its activities as a Controller and ensure that it has established a legal basis required by Data Protection Laws under which it processes the Personal Data of a Candidate.
- 11.6. The Client shall not do anything to cause the Agency to breach any of its obligations under the Data Protection Laws.
- 11.7. The Client agrees that unless it notifies the Candidate otherwise, it will only process the Candidate's Personal Data for the purposes of considering them for Engagement.

## 12. LIABILITY

- 12.1. The Client accepts and agrees that the Agency gives no warranty as to the suitability of any Candidate for any vacancy.
- 12.2. Neither the Agency nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by the Client of a Candidate, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of the Agency. In particular, but without limiting the generality of the foregoing, the Agency will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:
  - 12.2.1. any failure of the Candidate to meet the Client's requirements for all or any of the purposes for which the Candidate is required by the Client;
  - 12.2.2. any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
  - 12.2.3. any loss, injury, damage, expense or delay suffered by a Candidate.
- 12.3. Subject to clause 12.4, the Agency shall not be liable to the Client in contract, tort, negligence, breach of statutory duty or other circumstances for any loss, expense, damage, delay, costs, expenses or compensation of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature or for any economic loss or other loss of turnover, profits, business or goodwill, whether of a direct, indirect or consequential nature..
- 12.4. The Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
- 12.5. The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency, its employees and third parties, by reason of or arising out of any breach of, these Terms by the Client or by reason of or arising out of:
  - 12.5.1. any loss, injury, expense or delay suffered or incurred by a Candidate, however caused, and/or
  - 12.5.2. any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise,that arises directly or indirectly out of or in any way connected with arising out of or in any way connected with the Introduction, Engagement or use of a Candidate, the withdrawal by the Client of a vacancy, any information supplied by the Client to the Agency or the Client's breach of these Terms.

## 13. TERMINATION

- 13.1. Without prejudice to the other remedies or rights the Agency may have, the Agency may terminate all or part of its Recruitment Services, on written notice to the Client:
  - 13.1.1. if the Client is in material breach of its obligations under these Terms and, if the breach is capable of remedy, the breach is not remedied within 14 days of the Client receiving notice which specifies the breach and requiring the breach to be remedied; or
  - 13.1.2. if the Client becomes insolvent or if an order is made or a resolution is passed for the winding up of the Client (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Client's assets or business, or if the Client makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 13.2. The notice will take effect as specified in the notice.
- 13.3. On termination of the Recruitment Services, the Client will pay for all Recruitment Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments





reasonably and necessarily incurred by the Agency for the performance of the Recruitment Services prior to the date of termination.

**14. NON SOLICITATION**

14.1. The Client shall not solicit Employees of the Agency or assist either directly or indirectly in the solicitation of Employees of the Agency, during the provision of Recruitment Services or for a 12-month period after the last Introduction made under these Terms. If the Client breaches this clause 14.1, the Client will pay the Agency the amount equivalent to 3 times the Employee's Remuneration by way of liquidated damages.

**15. FORCE MAJEURE**

15.1. Neither party will have any liability under or be deemed to be in breach of these Terms if it is delayed, hindered or prevented from performing its obligations under these Terms which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances will promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than thirty days, either party may terminate the Recruitment Services by written notice to the other party.

**16. NOTICE**

16.1. All notices given under these Terms shall be in writing and may be delivered personally or by recorded or signed for prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing or by email. Any such notice shall be deemed to have been served when delivered if by hand or two business days after posting if by post, and 24 hours after sending if by email.

**17. GENERAL**

- 17.1. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Manager or Director of 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.
- 17.2. Subject to the following sentence, neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these Terms without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under these Terms to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.
- 17.3. These Terms contain the entire agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 17.4. Unless otherwise agreed in writing by Manager or Director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
- 17.5. No failure or delay by the Agency in exercising any right, power or privilege under these Terms will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.
- 17.6. These Terms will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these Terms. Neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 17.7. If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and will not in any way affect any other circumstances of or the validity or enforcement of these Terms.
- 17.8. For the purposes of the Contracts (Rights of Third Parties) Act 1999 these Terms are not intended to, and do not, give any person who is not a party to them any right to enforce any of its provisions.

**18. GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of these Terms is governed by the laws of England & Wales and will be subject to the exclusive jurisdiction of the courts of England & Wales.





## SCHEDULE 1

### Introduction Fee

1. The Introduction Fee is calculated in accordance with the Pharma Partners Recruitment Limited Fee Structure, based on the full time equivalent Remuneration applicable during the first 12 months of the Candidate's Engagement.
2. The Introduction Fee payable is calculated by applying the appropriate percentage shown below to the Candidate's total first year's Remuneration.
3. Where the actual Remuneration is not known by the Agency, for example where the Client fails to inform the Agency, the Agency will charge an Introduction Fee based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions.
4. If the Candidate is Engaged on a fixed term contract of six months or less, the Introduction Fee payable will be 50% of what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly. If the Candidate is Engaged on a fixed term contract of between six and 11 months, the Introduction Fee payable will be calculated on a pro-rata basis of what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly. If the Client (a) extends the Engagement beyond the initial fixed term or (b) Re-Engages the Candidate within 12 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for the extended period of the Engagement, in accordance with this paragraph 4. By way of example, if the contract is extended for 6 months or less, the Introduction Fee payable will be 50% will be what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly. If the Candidate is Engaged on a fixed term contract of between six and 11 months, the Introduction Fee payable will be calculated on a pro-rata basis of what it would have been if the Candidate had been Engaged for 12 months and remunerated accordingly.

### FEE STRUCTURE SCHEDULE FOR PERMANENT OR FIXED TERM CONTRACT STAFF

Remuneration	Fee %
Up to £24,999	20%
£25,000 to £49,999	25%
£50,000 to £99,999	30%
£100,000 and above	35%

