NEXIORA
TALENT

TERMS OF BUSINESS FOR THE INTRODUCTION OF STAFF

Permanent & Fixed-Term Placements

1. INTRODUCTION OF PERMANENT STAFF

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 or organisation as defined by the Companies Act 2006 to which the Applicant is introduced;

"Agency" means Nexiora Talent;

"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" includes base salary or fees, car allowance or company car (assumed cost an annual amount of £4,000), guaranteed bonus and commission earnings, allowances, inducement payments, share options, loans 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.

Terms of Business include the "front sheet" documenting the terms of the Introduction to the Engagement and the Fees payable by the Client to the Agency.

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 the Client and are deemed to be accepted by the Client by virtue of an Introduction to an Applicant, or the Engagement of an Applicant or the passing of any information about the Applicant by the Client 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 representative 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:

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

3.1.2 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;

3.1.3 To notify the Agency immediately once Engagement has commenced;

3.1.4 To pay the fees payable to the Agency under these Terms of Business in accordance with Clause 3.4 within 14 days of the date of invoice.

3.2 Except in the circumstances set out in clause 5.1 below, 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 Where the Client does not settle its debt with Nexiora Talent within the terms agreed, Nexiora Talent reserves the right to remove all previously agreed discounts and revert to the standard tariff. The standard tariff for placements is as set out in Schedule 1 (Permanent Fee Structure) and Schedule 3 (Fixed-Term Contract Fee Structure). Standard tariffs for temporaries will be agreed with your consultant.

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is as set out on the "Front Sheet" or in default is calculated in accordance with the accompanying Schedule 1 (Permanent Fee Structure) or, for fixed-term Engagements, Schedule 3 (Fixed-Term Contract Fee Structure) set out in the schedules to these Terms of Business. 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, and the Engagement is extended beyond the initial fixed term or if the Client engages or 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 fee structures set out in the schedules to these Terms of Business based on the Remuneration applicable for the second period of Engagement up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

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 a permanent Engagement terminates before the expiry of 8 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with Schedule 2 (Scale of Refund for Permanent Placements).

4.3 No refund is payable under Schedule 2 where the Applicant leaves during or after the 9th week of the Engagement.

4.4 In order to qualify for a refund in respect of a contract Engagement under Schedule 4 (Scale of Refund for Contract Placements), 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.

5. CANCELLATION FEE

5.1 If, after the offer of Engagement has been accepted by the Applicant, the Client decides for any reason not to proceed with the appointment prior to the Applicant starting work, the Client shall be liable to pay the Agency 50% of the fee in clause 3.4.

5.2 If the Client engages the Applicant within 6 months of withdrawing the Appointment then the Client will pay the fee to the Agency in full as set out in the Contract between them.

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 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.

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 the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.

6.3 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.

7. SUITABILITY AND REFERENCES

7.1 The Agency will obtain confirmation of the Applicant's identity and investigate to establish 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.

7.2 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.

7.3 Notwithstanding clauses 7.1 and 7.2 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. 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.

7.4 To enable the Agency to comply with its obligations under clauses 7.1 and 7.2 above, the Client undertakes to provide and certify 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.

8. AGENCY STAFF

8.1 For the avoidance of doubt, a fee will be due from the Client if the Agency's own staff are directly or indirectly introduced to the Client by virtue of their employment with the Agency. This fee will be calculated at standard terms and will not be subject to any refund unless expressly agreed in writing before the placement date.

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 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.

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.

SCHEDULE 1

PERMANENT FEE STRUCTURE

The fee payable by the Client is calculated in accordance with the accompanying scale of fees according to the Equivalent Annual Remuneration due to the Applicant during the first 12 calendar months of the Engagement, subject to a **minimum fee of £3,500.00**. VAT will be charged on the fee if applicable.

Equivalent Annual Remuneration	Fee
Up to and inclusive of £24,999 per annum	**15%**
£25,000 up to £49,999 per annum	**15%**
£50,000+ per annum	**15%**

SCHEDULE 2

SCALE OF REFUND FOR PERMANENT PLACEMENTS

1 The following scales of refund only apply in the event that the Client complies with the provisions of clause 3.1 and 4.1 of these Terms of Business.

2 Where the Applicant leaves during the first 8 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, subject to the conditions in clauses 4.2 and 4.3.

Week in which the Applicant leaves	% of introduction fee refunded
0 – 2	**100%**
3 – 5	**70%**
6 – 8	**35%**

3 There will be no refund where the Applicant leaves during or after the 9th week of the Engagement.

SCHEDULE 3

FIXED-TERM CONTRACT FEE STRUCTURE

The fee payable by the Client is calculated in accordance with the accompanying scale of fees according to the Equivalent Annual Remuneration due to the Applicant. VAT will be charged on the fee if applicable.

A Full Fee is calculated based on the Equivalent Annual Remuneration as set out below:

Equivalent Annual Remuneration	Full Fee
Up to and inclusive of £24,999	**15% of the Equivalent Annual Remuneration**
£25,000 up to and inclusive of £49,999	**15% of the Equivalent Annual Remuneration**
£50,000+	**15% of the Equivalent Annual Remuneration**

The above Full Fees are then reduced depending on the expected duration of the Engagement of the Applicant to give an amount payable as set out below:

Expected duration of Engagement	Fee payable
Engagements of up to 13 weeks planned duration	**50% of a Full Fee payable**
Engagements of more than 13 weeks and less than 26 weeks planned duration	**75% of a Full Fee payable**
Engagements of 26 weeks or more planned duration	**100% of a Full Fee payable**

If any Engagement is reduced in duration after the Applicant has commenced then no credit, refund or fee reduction is applicable.

SCHEDULE 4

SCALE OF REFUND FOR CONTRACT PLACEMENTS

1 The following scales of refund only apply in the event that the Client complies with the provisions of clause 3.1 and 4.4 of these Terms of Business.

2 Where the Applicant leaves during the first 2 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, subject to the conditions in clause 4.4.

Week in which the Applicant leaves	% of introduction fee refunded
0 – 2	**100%**
After 2	**0%**

AGREED AND SIGNED

By signing below, the Client confirms that it has read, understood and accepts these Terms of Business, including Schedules 1 to 4.

CLIENT

Signed

_____

Position

_____

Date

_____ / _____ / _____

On behalf of the Client

NEXIORA TALENT

Signed

_____

Position

_____

Date

_____ / _____ / _____

On behalf of Nexiora Talent