

## Client Terms of Business for the Introduction of Permanent or Contract Staff to be Directly Engaged by the Client

### 1. DEFINITIONS

a) In these Terms of Business the following definitions apply:

- "Applicant"** means any person introduced by Randstad Technologies to the Client for an Engagement.
- "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.
- "Randstad Technologies"** means Randstad Technologies Limited (1178725) whose registered office is at UK House, 180 Oxford Street, London W1D 1NN.
- "Engagement"** means the engagement, employment or use of the Applicant by the Client or any third party or through any other employment business 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, employee, or sub-contractor.
- "Introduction"** means (i) the passing to the Client of a curriculum vitae or information which identifies the Applicant; or (ii) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to Randstad Technologies to search for an Applicant, and which leads to an Engagement of that Applicant.
- "Remuneration"** 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 £5,000 will be added to the salary in order to calculate Randstad Technologies' Introduction fee.

- b) Unless the context requires otherwise, references to the singular include the plural.
- c) The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

- a) These Terms constitute the contract between Randstad Technologies and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- b) These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director or divisional manager of Randstad Technologies, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- c) No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Randstad Technologies 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. FEES

- a) Except in the circumstances set out in Clause 6 below, no fee is incurred by the Client until the Applicant commences the Engagement after which date Randstad Technologies will render an invoice to the Client for its fees.
- b) The Introduction fee payable to Randstad Technologies by the Client for the Introduction of an Applicant who subsequently accepts an Engagement is calculated by applying the appropriate percentage shown below to the Remuneration the Applicant is entitled to earn during the first 12 months of Engagement by the Client.
- 20% where Remuneration is up to £24,999, or
  - 25% where Remuneration is £25,000 up to £34,999, or
  - 30% where Remuneration is £35,000 and above.
- c) Where the amount of the actual Remuneration is not known Randstad Technologies will charge a fee calculated in accordance with clause 3 b) on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to Randstad Technologies by the Client and/or comparable positions in the market generally for such positions.
- d) Notwithstanding Clause 3 b) and Clause 6, the minimum fee payable to Randstad Technologies is £2,500.
- e) VAT is payable on our fees and is charged at the prevailing rate.
- f) The Introduction fee is payable within 30 days of date of invoice.
- g) Randstad Technologies reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 5% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

### 4. REFUNDS

- a) In order to qualify for the following refund, the Client must pay Randstad Technologies' fee within 30 days of the earlier date of Engagement or the date of invoice and must notify Randstad Technologies in writing of the termination of the Engagement within 7 days of its termination and the reasons thereof.
- b) If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a refund of 10% will be allowed against Randstad Technologies' fee for each complete week of the initial 10 week period not worked by the Applicant. Where notice to end the Engagement is given, the relevant termination date for the purposes of this clause shall be the date upon which the notice expires.
- c) In circumstances where Clause 5 b) applies there shall be no entitlement to a refund.

### 5. OBLIGATION OF CLIENT TO NOTIFY

- a) The Client undertakes:
- i) to notify Randstad Technologies immediately of any offer of an Engagement which it makes to the Applicant;
  - ii) to notify Randstad Technologies immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of all Remuneration to Randstad Technologies.
- b) In the event that the Client fails in its obligations under Clause 5 a) to notify Randstad Technologies that an Engagement is accepted, Clauses 3 and 4 shall not apply and Randstad Technologies instead shall be entitled to a fee of 50% of the Remuneration.

**6. CANCELLATION FEE**

The Client is aware that Randstad Technologies invests time and resource in providing Introductions. Accordingly if, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, even if the Applicant has not accepted such an offer, the Client accepts that Randstad Technologies is entitled to a fee for the services rendered and agrees to pay Randstad Technologies a fee calculated as the greater of 10% of the Remuneration and £2,500. However no fee will be due where the withdrawal is due to receipt of unacceptable references –references will only be defined as 'unacceptable' in agreement with Randstad Technologies, such agreement not to be unreasonably withheld.

**7. INTRODUCTIONS**

- a) An Introduction fee calculated in accordance with Clause 3 b) will be charged where an Engagement takes place, as a consequence of or resulting from an Introduction by or through Randstad Technologies, whether direct or indirect, within 12 months from the date of Randstad Technologies' Introduction.
- b) The Client warrants that the Introduction of an Applicant shall be treated as confidential to the Client and that details of the Applicant shall not be passed on or made available to any third party.. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Randstad Technologies which results in an Engagement with or through that third party within 12 months of the Introduction by Randstad Technologies renders the Client liable to payment of Randstad Technologies' fee calculated as set out in Clause 3 with no entitlement to any refund.

**8. NON-SOLICITATION**

In the event that any employee of Randstad Technologies with whom the Client has had personal dealings during the period of 12 months prior to the termination of their employment with Randstad Technologies commences an Engagement with the Client within 12 months of such date of termination the Client shall be liable to pay to Randstad Technologies liquidated damages of £5,000 or 25% of their first year's Remuneration whichever is the higher sum. For the purposes of this clause the term "Client" shall include any third party to whom details of the employee are passed by the Client and which results in an Engagement by that third party.

**9. SUITABILITY & REFERENCES**

- a) Randstad Technologies endeavours to ensure the identity and suitability of any Applicant introduced to the Client and that the Applicant is willing to work in the position which the Client seeks to fill.
- b) At the same time as proposing an Applicant to the Client Randstad Technologies shall inform the Client of such matters in Clause 9 a) as they have obtained confirmation of.
- c) Randstad Technologies endeavours 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.
- d) Randstad Technologies endeavours 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.
- e) Notwithstanding clauses 9 a), 9 b), and 9 c) 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 Randstad Technologies 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.
- f) To enable Randstad Technologies to comply with its obligations under clauses 8 a), 8 b), and 8 c) above the Client undertakes to provide to Randstad Technologies 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.

**10. SPECIAL SITUATIONS**

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, Randstad Technologies 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 Randstad Technologies 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.

**11. LIABILITY**

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

**12. DATA PROTECTION**

The Client will only use and process information provided by Randstad Technologies on Applicants for recruitment purposes and in accordance with UK Data Protection legislation. To improve the service provided and for training purposes, Randstad Technologies may monitor or record communications (for example, by telephone and e-mail).

**13. GENERAL**

For the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 Randstad Technologies is acting as an Employment Agency.

The invalidity or unenforceability for any reason of any provision or part of these Terms shall not prejudice or affect the validity or enforceability of any other provision or part of these Terms.

**14. LAW**

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