



Terms of Business

This is a contract between:

(1) **ASCENSION RECRUITMENT LTD**, trading as Ascension Recruitment Ltd carrying on business as an employment agency (“the Employment Agency”); and

(2) **The Client** trading as **The Client** (“the Client”).

Scope of Agreement

1.1 The parties hereby agree that this Agreement will govern every engagement by the Client, or an associated company of the Client, of every applicant notified by the Employment Agency to the Client from time to time (“Applicant”).

1.2 For the purpose of this Agreement, “Engagement” shall include every such fixed-term contract engagement, and shall include any use of an Applicant in the circumstances set out in clause 1.1, whether directly or indirectly (for example, where an Applicant provides services through a limited company) and whether full-time or part-time, and whether under a contract of service or for services, or under an agency, licensee, franchise, commission only, partnership agreement, or otherwise.

Acceptance and Authority to Act

2. These terms are deemed to be accepted by the Client in respect of each Applicant with effect from notification by the Employment Agency to the Client of the relevant Applicant. The Client authorises the Employment Agency to act on its behalf in seeking Applicants and, if the Client so requests, shall advertise for such Applicants through such methods as are agreed with the Client.

Standards Required

3.1 The Client agrees to provide to the Employment Agency sufficient information to enable the Employment Agency to assess the suitability of each relevant Applicant for each relevant Engagement. In this regard, the Client in particular agrees to provide the following information:



- (a) the identity of the person who it is proposed will engage the relevant Applicant (this must be notified in respect of every proposed Engagement, to ensure that the correct associated company of the Client is identified), and, if applicable, the nature of the person's business;
- (b) the date on which it is proposed that the Engagement should begin, and the duration, or likely duration, of the Engagement;
- (c) the position to be filled, including the type of work which the relevant Applicant would be required to do, the location at which and the hours during which he or she would be required to work;
- (d) any risks to health or safety relevant to the Engagement, and what steps have been taken by the Client to prevent or control such risks;
- (e) the experience, training, qualifications and any authorisation which are necessary (or which are required by law or by any professional body) for the relevant Applicant to possess in order to work in the position, and any expenses payable by or to the relevant Applicant;
- (f) the minimum rate of pay and any other benefits to be offered in respect of the relevant position, and the intervals at which they would be paid; and
- (g) where applicable, the length of notice which a successful Applicant would be required to give and entitled to receive, to end the Engagement.

The Client agrees to provide the above information in writing and in good time before the commencement of the Engagement.

3.2 Subject to clause 3.1, the Employment Agency shall take reasonably practicable steps to ensure that the Applicant is aware of all applicable requirements for the Engagement.

3.3 The Employment Agency shall make reasonable endeavors to ensure the suitability of the relevant Applicant for the Engagement. However, the Client must also satisfy itself as to the suitability of the relevant Applicant and shall be responsible for taking up and/or confirming any references (including the confirmation of any professional or academic qualifications or any authorisation required by law) provided by the relevant Applicant and/or the Employment Agency before engaging such Applicant.



3.4 The Client shall be responsible for verifying that Applicant has the right to work in the United Kingdom, for the arrangement of any medical examinations and/or investigations into the medical history of any Applicant to satisfy any medical and other requirements or qualifications required by law.

Introduction: When Payable

4.1 Subject to clause 5 an introduction fee (“Introduction Fee”) and retained assignment fee (“Retained Assignment”) shall be payable by the Client to the Employment Agency in respect of any Engagement subsequent to notification by the Employment Agency to the Client (whether orally or otherwise) of the relevant Applicant.

4.2 The Client agrees to notify the Employment Agency in writing of the acceptance by the relevant Applicant of an Engagement together with details of the Applicant’s gross remuneration (see 5.2 below), as soon as practicable following such acceptance.

4.3 The Introduction fee is payable within 14 days of the date of the relevant invoice from the Employment Agency to the Client. For the avoidance of doubt payment must be made by electronic funds transfer.

4.4 Retained Assignment fees, calculated in accordance with clause 5 below (Introduction Fee and Retained Assignment Fees: Method of Calculation) will be payable by the Client to the Employment Agency as follows:

- i. A retainer fee is payable immediately upon commencement of the Retained Assignment and is non refundable;
- ii. A shortlist fee is non refundable and payable upon presentation to the Client of a minimum of 3 Applicants (“Applicant Shortlist”) who in the reasonable opinion of the Employment Agency are suitable for the relevant Engagement;
- iii. A completion fee, is payable on the day the Applicant enters an Engagement. If after acceptance of an offer of Engagement but prior to the Applicant commencing the Engagement, the Client decides for any reason not to proceed with the Engagement, the Client shall pay the completion fee.
- iv. In the event that the Client, retains the Employment Agency on a Retained Assignment, but subsequently cancels or alters the Retained Assignment at



any time prior to submission of the Applicant Shortlist, the Client shall pay a proportion of the shortlist fee, calculated pro rata to the amount of work carried out on the Retained Assignment.

v. In the event that the Client retains the Employment Agency on a Retained Assignment, but subsequently cancels or alters the Retained Assignment after submission of the Applicant Shortlist by the Employment Agency, the Client shall pay the completion Fee

4.5 Advertising costs will be invoiced on the day of a confirmed booking and are non-refundable and payable immediately by the Client.

Introduction Fee and Retained Assignment Fees: Method of Calculation

5.1(a) The Introduction Fee shall be a percentage (as set out at clause 5.3 below) of the gross remuneration payable to the relevant Applicant following the start of the relevant Engagement, subject to a minimum fee of £2000 (plus VAT) "Gross remuneration" is defined in clause 5.2 below.

5.2 "Gross remuneration" shall mean the first year's equivalent annualised remuneration, Ascension Recruitment Ltd will not include company vehicles into permanent fee calculations.

5.3 For the purpose of clauses 5.1(a) and 5.1(b) above, the percentage(s) will be as follows:

Contingency Recruitment

- where the gross remuneration is up to £25,000: 15%
- where the gross remuneration is between £25,001 and £75,000: 20%
- where the gross remuneration is between £75,001 +: 25%

Introduction Fee: Refunds

6.1 Subject to clause 6.2, if the relevant Applicant leaves the Client's employment (other than through redundancy constructive or unlawful dismissal) within 13 weeks of commencement of the relevant Engagement, a percentage of the Introduction fee shall be refunded to the client as follows:

- 95 % if the departure is less than 2 weeks following commencement of the relevant Engagement



- 75% if the departure is within 2 to 4 weeks of commencement of the relevant Engagement
- 50 % if the departure is within 4 to 8 weeks following commencement of the relevant Engagement
- 25% if the departure is within 8 to 12 weeks of commencement of the relevant Engagement
- 0% if the departure is from 12 weeks + of commencement of the relevant Engagement

6.2 No refund is payable in any circumstances unless:

- the relevant departure is notified by the Client to the Employment Agency in writing within 7 days; and
- the Client has paid to the Employment Agency the Introduction Fee in full within 14 days of the date of relevant invoice.

6.3 Should the Client or any associated company of the Client subsequently engage the Applicant within the period of six calendar months from the relevant date of departure, a full Introduction Fee calculated in accordance with clause 5 above becomes payable, notwithstanding any previous fees paid to the Employment Agency. For the avoidance of doubt, there shall be no entitlement to a refund of any kind following such subsequent Engagement.

Liability

7.1 Subject to clause 7.3 below, the Employment Agency shall not be liable to the Client arising out of or in connection with this Agreement or in relation to the engagement or use of the Applicant or for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

7.2 The term "howsoever caused or arising" when used in this clause 7 shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to (i) whether arising by reason of any misrepresentation (whether made prior to and/or in this Agreement), negligence, breach of statutory duty, other tort, breach of contract, restitution or otherwise and (ii) whether arising under any indemnity and (iii) whether



caused by any total or partial failure or delay in supply of the services of the Applicant by the Employment Agency.

7.3 Nothing in this Agreement shall limit or exclude any party's liability for fraud or for death or personal injury caused by the negligence, or to the extent otherwise not permitted by law.

Indemnity

8. The Client shall indemnify and keep indemnified the Employment Agency against any costs, claims or liabilities incurred directly or indirectly by the Employment Agency arising out of any Engagement, including (without limitation) as a result of:

- (a) any breach of this Agreement by the Client; and
- (b) any breach by the Client or any associated

company of the Client, or any of its or their employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

Entire Agreement/ Variation

9. This Agreement constitutes the entire and only legally binding agreement between the parties relating to the Engagement, and replaces any previous agreements or arrangements. No variation to these terms on behalf of the Employment Agency can be made otherwise than in writing signed by a director of the Employment Agency.

Waiver

10. Any failure by the Employment Agency to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

Headings

11. Headings contained in this Agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.



Validity

12. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

Force Majeure

13. The Employment Business shall have no liability for any delay or failure in performance of its obligations to the Client where this arises from matters outside its reasonable control.

Third Parties

14. No provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

Overdue Debts

15. The Employment Agency may charge interest on all overdue debts under this Agreement at the rate of 2% per month.

Governing Law

16. This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.