

SCALE OF FEES

AGENCY INTRODUCTION FEES

The Agency Introduction Fee payable to us in respect of the permanent placement of candidates;

Remuneration Packages up to £39,999	25%
Remuneration Packages from £40,000 to £100,000	30%
Remuneration packages greater than £100,000	35%

The Agency Introduction Fee payable to us in respect of candidates placed on fixed term contracts;

Remuneration Packages up to £39,999	30%
Remuneration Packages from £40,000 to £100,000	35%
Remuneration Packages greater than £100,000	40%

For the purposes of calculating remuneration packages, if the candidate's salary package shall include a company car it shall have the value of £6,000 and shall be included in such calculation, or the cash value of any car allowance. Any guaranteed bonus shall also be included in such calculation.

The contract fee due will be equivalent to 'x'/12ths of the appropriate salary package multiplied by the fee percentage (where 'x' denotes the duration of the contract in months) and will be invoiced in full at the start of the contract. In the event the employee does not complete the period of the contract no refund is payable.

Non-Executive appointments fee equal to 100% of the appointed candidate's annual remuneration for the role

If a candidate is engaged within a period of 12 months from the date of an introduction the client shall pay the relevant fee in accordance with the above scale of fees.

RETAINED ASSIGNMENTS

If you retain us to find workers for you will be entitled to receive the Agency Introduction Fees (specified above) in three equal instalments as follows;

Retainer Fee:

One third, payable upon commencement of the assignment. This fee is non-refundable under any circumstances;

Shortlist Fee:

One third (non-refundable), payable upon the presentation to you of a minimum of three candidates who meet the agreed specification;

Completion Fee:

One third payable when a candidate accepts employment with you

CANCELLATION

All Agency Introduction Fees shall be calculated in accordance with our Scale of Fees together with value added tax. Upon a retained assignment, you shall pay the Agency Introduction Fees to us in accordance with the Scale of Fees. In the event that you subsequently cancel a retained assignment, then in addition to the Agency Introduction Fees payable in accordance with the Scale of Fees, you shall pay the full fee based on the estimated remuneration, plus all advertising costs and other expenses incurred by us. Any CV's forwarded directly to a client, in connection with a retained assignment from whatever source, should be redirected to us.

REFUND

In the event of a Candidate terminating or of you lawfully terminating the engagement within 4 continuous weeks of the date upon which such Candidate commenced work for you, we will pay you a refund of 50% on our placement fee.

The Refund is conditional on;

- (1) The due fee having been paid to us within our terms; and
- (2) The termination is not due to redundancy; and
- (3) You giving us the opportunity to provide a suitable replacement. Should you not give us this opportunity on a sole agency basis then no refund will be due.

Terms of Business (Employment Agency)

1. DEFINITIONS

In these Terms of Business, unless the context requires otherwise, the following words shall have the following meanings:-

- 1.1 "Candidate" means any individual, firm or company who is introduced by LMR to the Client.
- 1.2 "the Client" means the individual, firm or company to whom the Candidate is introduced.
- 1.3 "Engages/Engaged/Engagement" means the engagement, employment or use of a Candidate by the Client or a third party directly or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Candidate is an officer, worker or employee.
- 1.4 "Introduction/Introduced" means the Client's interview of a Candidate in person or by telephone, following the Client's instruction to LMR to introduce a Candidate.
- 1.5 "LMR" means Lorna Michaels Recruitment Limited of 100 Chase Meadows, Blyth, Northumberland, NE24 4LB.

2. THE CONTRACT

- 2.1 These Terms of Business constitute the Contract between LMR and the Client for the Introduction of Candidates by LMR to the Client and are deemed to be accepted by the Client by virtue of the Client's request for, interview with or Engagement of the Candidate or the passing of any information about the Candidate by the Client to any third party following an Introduction.
- 2.2 No variation can be made to these Terms of Business without the written agreement of an authorised representative of LMR.
- 2.3 These Terms and Conditions have been prepared in the English language. If it is translated into any other language, the English language version shall prevail.

3. FEES

- 3.1 If a Candidate is Engaged within a period of twelve months from the date of an Introduction the Client shall pay to LMR the relevant fee in accordance with the attached Scale of Fees ("the Agency Introduction Fee").
- 3.2 Termination of an Engagement within 8 weeks of its commencement shall entitle the Client to a refund as specified in the Scale of Fees.
- 3.3 If, after an offer of Engagement has been accepted by a Candidate, the Client decides for any reason not to proceed with the Engagement, the Client shall be liable to pay LMR the Agency Introduction Fee in full.
- 3.4 The Client agrees to notify LMR immediately if:-
 - 3.4.1 a Candidate is offered a position;
 - 3.4.2 a Candidate is introduced by the Client to a third party; or
 - 3.4.3 a Candidate is Engaged, whether by the Client or a third party.
- 3.5 If:
 - 3.5.1 a Candidate is engaged for a fixed period and the Agency Introduction Fee paid was adjusted on a pro rata basis in respect of such fixed period; or
 - 3.5.2 a Candidate is engaged on a permanent basis and the engagement is terminated and refund paid to the Client in accordance with the Scale of Fees; and
 - 3.5.3 in either case, that Candidate is subsequently re-engaged within twelve months after termination or expiry of the fixed period or permanent engagement, as applicable, by the Client or a third party to whom the Client has introduced the Candidate, the Client shall pay a further Agency Introduction Fee in respect of the reengagement, up to a maximum total of the Agency Introduction Fee that would have been payable in respect of a 12 month or permanent engagement. No refunds shall be payable in respect of such re-engagements.

4. PAYMENT

- 4.1 LMR shall raise an invoice when a Candidate accepts a position.
- 4.2 Invoices are payable in full within 14 days of the date of the invoice and are not subject to discounts, reductions, or rebates of any kind.
- 4.3 Where the Client fails to make payment on the due date the total fees payable become due and payable upon demand and LMR may:-
 - 4.3.1 refuse to complete any other contract between LMR and the Client;
 - 4.3.2 set off any sums paid by the Client to LMR in relation to any other contract against the sums owed by the Client; and
 - 4.3.3 charge the Client interest (both before and after judgement) at the rate of 5% per annum over Lloyds TSB plc base rate.
- 4.4 LMR shall be entitled to recover all reasonable legal costs incurred in connection with the recovery of sums due and outstanding from the Client.

5. SUPPLY AND SUITABILITY

- 5.1 LMR shall use reasonable endeavours to supply such Candidates as may be required by the Client throughout the duration of this Agreement While LMR cannot warrant the technical or professional competence of a Candidate, LMR shall use reasonable endeavours to ensure reasonable standards of skill, integrity and reliability from Candidates. All Candidates proposed by LMR will be selected by reference to the Client's specified criteria and, where required by law, their technical qualifications and suitability will be checked and verified, so far as reasonably practicable.
- 5.2 Notwithstanding clause 5.1 above and because Candidates are engaged by the Client, no liability (whether in contract, tort, including negligence, or otherwise at law) will be accepted by LMR for any loss, damage, cost or expense incurred by the Client or arising otherwise in connection with any act, omission or neglect on the part of a Candidate. No liability will be accepted by LMR for any loss, expense, damage or delay arising from any failure to provide any particular expertise or from the negligence, dishonesty, misconduct or lack of skill of a Candidate or as a result of a Candidate terminating an Engagement for any reason.

5.3 The Client shall indemnify and keep LMR indemnified in full against any and all costs, claims, damages, fines, penalties and liabilities incurred by LMR as a result of any act, error or omission of the Client or the Candidate throughout the duration of the Engagement (including but not limited to any negligence, breach of statutory duty or breach by the Client of its obligations pursuant to these Terms of Business). LMR shall notify the Client immediately if, within 3 months from the Introduction of a Candidate, it receives or otherwise obtains information which gives it reasonable grounds to believe that a Candidate Introduced to the Client is unsuitable for the position in which he/she is Engaged.

5.4 The Client warrants that it knows of no reason why it would be detrimental to the interests of the Candidate Introduced by LMR to be Engaged in the position for which the Candidate was Introduced - or if it knows of such a reason, it shall immediately inform LMR in writing, providing such information as LMR may reasonably request.

5.5 To enable LMR to select suitable Candidates and comply with its obligations under this clause 5, the Client shall provide the following information to LMR prior to any Introduction:

5.5.1 the identity and nature of the Client's business;

5.5.2 the proposed commencement date of the Engagement;

5.5.3 the duration, or likely duration, of the Engagement;

5.5.4 details of the position, including the type of work, location and the normal working hours;

5.5.5 any risks to health or safety and the steps the Client has taken to prevent or control such risks; the experience, training, qualification or authorisation which the Client considers necessary, or which are required by law, or by any professional body for the Candidate to work in the position;

5.5.6 details of any expenses payable to the Candidate;

5.5.7 the minimum rate of remuneration and any other benefits the Client would offer to the person in the position it seeks to fill and the intervals at which the person in the position it seeks to fill and the intervals at which the person would be paid; and

5.5.8 where applicable, the length of notice which the person in such a position would be required to give, and entitled to receive, to terminate the Engagement.

6. RELATIONSHIP BETWEEN THE PARTIES

6.1 In relation to services performed pursuant to these Terms of Business, LMR will operate as an employment agency in relation to the Client and the Candidate.

6.2 Nothing contained in these Terms of Business or any other contract between LMR and the Client for the Introduction of a Candidate to the Client is intended to or does confer upon any third party any benefit or right enforceable at the option of that third party or any liability whatsoever to any third party.

7. WAIVER

7.1 Failure or delay by LMR in enforcing or partially enforcing any provision of these Terms of Business is not a waiver by LMR of any of its rights.

7.2 Any waiver by LMR of any breach by the Client is not a waiver of any subsequent breach.

8. LEGISLATION

8.1 LMR is an equal opportunities organisation and is committed to providing equal opportunities to its Candidates. This means that all Candidates and other individuals dealing with LMR will receive equal treatment regardless of race, colour, ethnic or national origins, religion or belief, sex, marital status, age, sexual orientation or disability. The Client acknowledges this policy and agrees to conduct its relationship with LMR and any Candidates in accordance with equal opportunities.

8.2 LMR recognises its obligations under the Data Protection Act 1998 ("DPA") and/or its equivalent legislation in the jurisdictions where the Client and/or any of the Candidates are situated, in relation to processing personal data. LMR complies with the requirements of the DPA and any equivalent legislation in the operation of its business. The Client acknowledges it has responsibilities under the DPA and equivalent legislation and undertakes to comply with the DPA in relation to any data concerning a Candidate, howsoever such data comes into the possession of the Client. The Client shall indemnify and keep LMR indemnified in full against any and all costs, claims, fines, penalties or liabilities incurred as a result of a breach of this clause by the Client.

8.3 These Terms of Business and any other contract between LMR and the Client are subject to English Law and the exclusive jurisdiction of the English Courts. However, the submission to the jurisdiction of the English courts shall not limit LMR's right to bring proceedings against the Client in any court of competent jurisdiction.

8.4 The various provisions and sub-provisions of these Terms of Business are severable and if any provision or identifiable part of it is held to be unenforceable by any Court of competent jurisdiction then such unenforceability shall not affect the enforceability of the remainder of these Terms of Business.

9. ADVERTISING

9.1 The Client authorises LMR to advertise, as may be necessary, to find Candidates for any position, details of which the Client has provided to LMR and for which the Client has asked LMR to advertise. The cost of such advertising in the national or local press, or any other media, shall be payable by the Client in full within seven days of the date of any invoice raised by LMR, providing the Client has agreed to the advertising.