

## Terms of Business for the Introduction of Permanent Staff

1. Definitions. In these terms of business the following definitions apply:

"The Employment business"; means 'Realskill Ltd'

"The Client"; means the firm, corporate body or person to whom the candidate is introduced.

"The candidate"; means the person introduced by the employment business to the client for an engagement.

"Engagement"; means the appointment of the candidate at any time up to six months after the date of the last interview or initial introduction, whichever is the later, to perform services for or on behalf of the client whether under a contract of service or for services.

"Remuneration"; means the total of all emoluments payable or receivable by the Candidate pursuant to the engagement.

### 2. The Contract

Unless confirmed in writing by the employment business, there shall be no alteration or variation to these Terms of Business.

These terms of business shall be deemed accepted by the client by virtue of an interview with, or engagement of the candidate.

### 3. Notifications and Fees

a. Should the candidate accept an engagement by the client, the client will immediately:

(i) Contact the employment business and offer all details required by the employment business, including remuneration.

(ii) Pay the employment business' fee for introduction of the candidate within 14 Days of the date of invoice.

The actual fee payable will be in accordance with the already provided fee structure, or by an otherwise pre-agreed fee. This will be calculated based on the remuneration payable or receivable by the candidate during the first twelve months of the engagement, whether or not the engagement may be terminated during that period. All fees are subject to the addition of VAT.

b. The client will still be liable for the employment business' fee whether-or-not the client engages the candidate in a different role, than was initially envisaged.

c. The client shall be charged pro-rata in accordance with the employment business' fees if a candidate's engagement is for a fixed term contract of less than twelve months.

(i) If the candidate's engagement with the client is for a longer period than first envisaged, the client will be liable for a further fee (subject to a total fee not more than a fee based on a twelve-month engagement).

### 4. Replacement Candidate and Refund Option

1. Clients are entitled to the employment business' Replacement and Refund option if the engagement of the candidate terminates within the specified period provided the client pays the fee within the specified timescale and also informs the employment business in writing within 7 days of the date of termination.

2. The Refund option shall be on a sliding scale as below..

3. In the event the client does not pay within the timescale laid out in these terms of business, the client will be liable for the full invoice.

4. If the engagement terminates within 8 weeks we will select and forward replacement candidates. On engagement of the replacement candidate the client will receive a new invoice for the replacement candidate and a credit note for the original fee.

5. The client shall provide the employment business reasonable time to find a suitable replacement candidate.

6. The employment business shall place the highest priority in finding a suitable replacement candidate.

7. Should the client not wish to find a replacement candidate or the employment business cannot supply a reasonable replacement, the client will be entitled to credit in accordance with the accompanying refund chart.

### 5. Suitability

The employment business endeavours to find the most suitable candidate for the client and/or appointment. Notwithstanding this it is the clients responsibility to ensure the suitability of the candidate. The client is also responsible for taking up any references, work permits or investigations into the medical history of the candidate and any other requirements or qualifications required by law.

### 6. Liability

The employment business will not be held responsible or held liable under any circumstances for any loss, damage to person(s)/property or expense incurred because of the introduction or failure of introduction and/or engagement of a candidate, whether directly or indirectly.

### Refund Chart

Engagements terminating Refund During or end of:

Weeks 1 & 2 : 100% Weeks 3 & 4 : 60%

Weeks 5 & 6 : 40% Weeks 7 & 8 : 20%

providing the invoice is paid within the payment terms period

### Permanent Introduction Fees:

15% of the candidates annual salary up to £70,000 p.a. Salaries above £70,000 are open to separate negotiation

Payment terms: 28 days net.