



Terms and Conditions of Business for Permanent Staff

1 Definitions

In these Terms and Conditions the following words shall have the following meanings:

- 1.1 "Company" means DC Initiatives LLP and any associated companies.
- 1.2 "Client" means any person, firm, organisation or company as defined by the Companies Act 1985 (as amended) and Companies Act 2006 to which a Candidate is introduced.
- 1.3 "Candidate" means the person introduced by the Company to the Client for an Engagement, any officer or employee of the Candidate, if the Candidate is a Limited Company and any member of the Company's own staff.
- 1.4 "Engagement" means the engagement, employment or use of the Candidate 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 Candidate is an officer or employee.
- 1.5 "Permanent Staff" means a Candidate engaged by the Client other than as Temporary Staff or Contract Staff.
- 1.6 "Introduction" means (i) the supply of a Candidate's CV or other information about a Candidate to the Client (or such third party at the request of the Client); (ii) the Client's interview with a Candidate which results in an Engagement of such Candidate; and/or (iii) the supply of a Candidate's identity to the Client.
- 1.7 "Remuneration Package" means the projected total gross remuneration of the Permanent Staff in the first year of Engagement being the aggregate value of salary, any bonus or commission payments (whether guaranteed or anticipated) car or car allowance, pension, health insurance and other emoluments. If the value of any part of the projected Remuneration Package is uncertain the best estimate available shall be used. If a car is provided to the Permanent Staff as part of his remuneration £5,000 will be added to his total remuneration for the purposes of calculating the Remuneration Package.
- 1.8 References to the singular shall, where appropriate, be deemed to include the plural and reference to the masculine gender shall, where appropriate, include the feminine and neuter gender.
- 1.9 "Terms" and "Terms and Conditions" mean this document and any other document varying these terms as provided for in this document.
- 1.10 The headings in these Terms are for convenience only and do not affect their interpretation.

2 The Contract

- 2.1 These Terms constitute the Contract between the Company and the Client and are deemed to be accepted

by the Client from the Introduction of a Candidate. They apply whether or not the Candidate is engaged by the Client for the same type of work that the Introduction was originally effected and whether or not the Client is also seeking to fill the relevant vacancy by other means such as internal or external advertising. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Partner or Director of the Company, will prevail over any other Terms of Business or purchase conditions put forward by the Client.

- 2.2
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company 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 to notify the Company immediately of any offer of Engagement which it makes to a Candidate, whether its offer has been accepted by the Candidate and to provide details of the Remuneration Package to the Company.
- 3.2 The Client shall be liable to pay the Company Fees ("the Fee") together with VAT at the prevailing rate within 14 days from the date of invoice.
- 3.3 Except in the circumstances set out in Clause 5.1 below, no Fee is incurred by the Client until the Candidate commences the Engagement.
- 3.4 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days from the due date until the date of payment, in accordance with the amended Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.
- 3.5 The Fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Fee structure set out below on the Remuneration Package applicable:

Remuneration Package	Introduction Fee
between £25,000 & £34,999	25%
between £35,000 & £59,999	30%
over £60,000	35%

Engagements where the Remuneration Package is less than £25,000 may be referred to DC Personnel

- 3.6 Where invoiced amounts remain unpaid for more than 14 days and where a "discount" has been given against the standard Terms as set out in Clause 3.5, the Company reserves the right to invoice the Client for the difference between the discounted invoice and the amount that would have been due under the standard Terms.
- 3.7 In the event of the Client offering an enhanced Remuneration Package to the Candidate the Company will also be entitled to an additional Fee.

- 3.8 In the case of a part-time Engagement the Fee will be calculated on the applicable pro-rata Remuneration Package. For the purposes of calculation, the Engagement will be treated as if it were on a full-time basis and the salary pro-rated on an annual basis accordingly.
- 3.9 All Fixed Term Engagements will be for a minimum of 13 weeks. In the event that the Engagement is for a fixed term of less than 12 months the Fee in Clause 3.5 will apply pro-rata with an additional administrative fee of 2.5%. If the Engagement is extended beyond the initial fixed term or the client re-engages the Candidate within 13 weeks from the date of termination of the first Engagement the Client shall be liable to pay a further Fee based on the additional Remuneration Package applicable for the period following the initial fixed term up to the termination date of the second Engagement or the first anniversary of its commencement, whichever is the sooner.
- 3.10 If the Client subsequently engages or re-engages the Candidate within the period of 13 weeks from the date of termination of the Engagement or withdrawal of the offer, a full Fee calculated in accordance with Clause 3.5 above becomes payable.

4 Refunds

- 4.1 Provided that the Company receives payment of its account within 14 days of the date of invoice and the Client notifies the Company in writing of the termination of Engagement within seven days of such termination the Company shall give the following guarantee: Should the engaged Candidate cease the Engagement for any reason (except where the Candidate is made redundant) within the first ten weeks, 1/10th of the Fee shall be refunded for every complete week not worked within that ten week period, save that should the Applicant leave having been engaged for any part of the whole of the tenth week, no refund will be made ("the Rebate Period").
- 4.2 In circumstances where Clause 3.9 applies the full Fee stated in Clause 3.5 is payable and there shall be no entitlement to a refund.
- 4.3 If the Client engages a Candidate from any source other than the Company then no refund will be made.
- 4.4 No refunds shall be applicable to Fixed Term Engagements.

5 Cancellations

- 5.1 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum Fee of 10% of the Remuneration Package where the annual Remuneration Package is £20,000 or less and 15% of the Remuneration Package where the annual Remuneration Package is £20,001 or more.

6 Introductions

- 6.1 Candidates disclosed by the Company to the Client are confidential. The passing of a Candidate or his details to another person or Company which results in an Engagement within 12 months of the Introduction renders the Client liable to full payment of the Fee as set out in Clause 3.5 with no entitlement to any refund.
- 6.2 The Client agrees to be liable for the Fee which will be charged for any Candidate as a consequence or resulting from an Introduction directly or indirectly of a Candidate by a Client to a Third Party. In the event of the Engagement by a Client otherwise than through the Company; or Group of an Applicant, or former Applicant on any basis or in any capacity whatsoever including via another Agent or Agency whether for a definite or indefinite period, or the Introduction of such an Applicant to other employers with a resulting Engagement, or whether during or within 12 months

after the termination of any Applicant's Engagement, the Client shall notify the Company and provide the Company with full and written details of such Engagement and the Remuneration Package and will be liable to the Company for the Fee but the Rebate Period will not be allowed in the circumstances as the ability and disposition of the worker is already proven, PROVIDED THAT if the Client fails to give notice and details of the Remuneration Package by the date of the Engagement the Company shall be entitled to treat the Engagement in any event as if it were Permanent Staff and the Remuneration Package will be calculated by multiplying the hourly, daily or monthly rate as the case may be at which the Company last charged or was due Fee for the Applicant to the Client on a Pro Rata annual basis. For the purpose of this calculation a day is deemed to be 7.5 hours, a week 37.5 hours and a year 52 weeks.

- 6.3 Where the amount of the actual Remuneration Package is not known, the Company will charge a Fee calculated in accordance with Clause 3.5 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Company by the Client and / or comparable positions in the market generally for such purposes.
- 6.4 In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within three months of leaving the Company's employment, the Client shall be liable to pay an Introduction Fee to the Company in accordance with Clause 3.5.

7 Suitability and References

- 7.1 The Company endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity, that the Candidate 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 Candidate is willing to work in the position which the Client seeks to fill.
- 7.2 At the same time as proposing a Candidate to the Client the Company shall inform the Client of such matters in Clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day following, save where the Candidate is being proposed for a position which is the same as one in which the Candidate has worked within the previous five business days and such information has already been given.
- 7.3 The Client endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 7.4 The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interest of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.5 Notwithstanding Clauses 7.1, 7.2, 7.3 and 7.4 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 the Company 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 the law of the country in which the Applicant is engaged to work.

8 Special Situations

8.1 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 18, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Company 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 reference 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 the Company 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.

9 Liability

9.1 The Client will not bring any claim arising out of or in connection with these Terms against any individual member, partner, employee or consultant of the Company in their personal capacity. Any duty of care which would otherwise, as a matter of law, be owed to you by any of the Company's partners, employees or consultants is excluded from these Terms. However, this does not alter or reduce the liability which the Company may have to you.

9.2 The Company 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 Company 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 Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

10 Business Acquisition or Merger.

10.1 In cases where we introduce a businesses or partnership for either merger or sale our fee will be calculated as follows:

For a Gross Consideration* up to and including £1,000,000:	2.5%
For excess Gross Consideration* above £1,000,000:	1.0%

A minimum fee of £25,000 will apply.

10.2 Our fee will be payable on the date on which the acquisition or merger transaction takes place, regardless of whether any part of the Gross Consideration is payable at a later date.

10.3 *"Gross Consideration" means the aggregate of the price paid for the shares, or the assets in the case of an asset purchase, whether in cash or otherwise, received or receivable on the sale. Such an amount will include any special payment, for example by the way of dividend prior to completion for tax planning purposes, consultancy fees, director's loan account and any loans or new equity introduced to the business as an integral part of the transaction.

11 Law

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

12 Miscellaneous

12.1 In the event that any clause of the Agreement or any part thereof shall be held to be void or otherwise unenforceable then such clause or part thereof shall be excluded from this Agreement and the remainder of the Agreement shall remain in full force and effect.

Signed for and on behalf of:

DC Initiatives LLP

Date: / /

Name: _____

Position: _____

Signed on behalf of *Company name*:

_____ **Date:** / /

Name: _____

Position: _____