

Allant Europe Limited Terms of Business

Below are the terms and conditions of business for the introduction of **Permanent Staff**

1. In these terms:-

“Candidate” means the individual introduced to the Client by or via the Company;

“Client” means the person, firm or body corporate (together with any related holding, subsidiary or associated company) to which the Candidate is introduced;

“Company” means Allant Europe Limited of 32a Stoney Street, The Lace Market, Nottingham, NG2 6DT, England

“Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“Contingent Introduction” means the Introduction of a Candidate by the Company to the Client on the basis other than a Retained Introduction. No prior specific instruction from the Client is required to effect a Contingent Introduction;

“Engagement” means the employment or use, directly or indirectly, of the Candidate by the Client on a permanent or temporary basis, whether under a Contract of Service or, Contract for Services, an agency, license, franchise or partnership arrangement or any other engagement by which the Candidate receives monies or reward in return for services performed for the Client;

“Fee” means the relevant percentage of the Remuneration of the Candidate (or any other fixed amount as agreed to between the parties) in relation to the placement of that Candidate by the Company with the Client or the facilitation of an Introduction of the Candidate by the Company to the Client;

“Introduction” means the Client’s interview of the Candidate in person or by telephone, video-conference or any other electronic means; or the passing to the Client by the Company (with or without instruction) of a curriculum vitae or other information which identifies the Candidate and which leads to an Engagement of that Candidate by the Client;

“Remuneration” means the aggregate gross annual emoluments payable to, or receivable by the Candidate pursuant to the Engagement, including salary, payments, bonuses, profit related pay, car and any signing on payment or equivalent; and

“Retained Introduction” means the Introduction of a Candidate to the Client by the Company on the basis of a specific instruction to identify and select a suitable Candidate for the Client’s vacancy. Such introductions will be conducted by the Company on the basis of Executive Search, Advertised Selection with targeted Search or Advertised Selection;

“Shortlist” means the list of Candidates sent by the Company to the Client in either written or electronic form.

References to the singular include the plural and vice versa.

2. Terms and Conditions of Business

(a) The Client acknowledges and agrees that upon an Introduction it accepts and is bound by these Terms and Conditions of Business.

(b) No variation or alteration to these Terms and Conditions of Business can be made without the written consent of a Director of the Company. These Terms and Conditions of Business shall be the only terms and conditions relevant to the Introduction and Engagement, to the exclusion of all other terms and conditions, including those of the Client.

3. Client Obligations

(a) The Client warrants and confirms that it has given to the Company sufficient information in order for the Company to properly consider the suitability of the Candidate, including but not limited to:

(i) the identity of the Client and, if applicable, the nature of the Client's business;

(ii) the date on which the Client requires the Engagement to commence and the duration or likely duration of the Engagement;

(iii) details of the Engagement, including, but not limited to, the type of work, the location at which and the hours during which the Engagement is to be undertaken, any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;

(iv) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Candidate to possess in order to undertake the Engagement; and

(v) any expenses payable by or to the Candidate.

(b) The Client confirms that the Company has supplied it with confirmation of the following:

(i) the identity of the Candidate;

(ii) that the Candidate has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, to undertake the Engagement;

(iii) in the case of those Candidates working with vulnerable persons, the additional information as required by the provisions of Clause 22 of the Conduct Regulations; and

(iv) that the Candidate is willing to work in the position that the Client wishes to fill.

(c) To the extent that the Company may not have supplied the Client with confirmation as set out in **Clause 3(b)**, the Client confirms that it is satisfied with the confirmation supplied; and the Client agrees that if the Candidate fails to have the experience, training, qualifications or any authorisation which the Client considers are necessary, or which are required by law or by any professional body, the Company shall have no liability to the Client in respect of this.

(d) The Client shall:

(i) acknowledge and agree that it shall be responsible for obtaining all necessary work permits in respect of the Candidate;

(ii) advise the Company of all health and safety matters about which the Company is required to inform the Candidate and in this respect the Client acknowledges that it is responsible for taking appropriate measures to ensure the health and safety of the Candidate at all times pursuant to the Engagement;

(iii) assist the Company in complying with its duties as imposed by relevant statutory authorities by supplying any relevant information about the Engagement requested by the Company and the Client will not do anything to cause the Company to be in breach of such obligations.

4. Company Obligations

(a) The Company endeavors 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.

(b) The Company endeavors to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position, which the Client seeks to fill.

(c) Where the Candidate 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, the Company will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Candidate, two references from persons not related to the Candidate 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 Candidate 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.

(d) In accordance with its obligations under the Conduct Regulations, if the Company receives or obtains information, which gives it reasonable grounds to believe that the Candidate is unsuitable to undertake the Engagement for the Client, the Company shall, without delay, inform the Client of that information.

5. Liabilities

(a) The Company shall not be liable to the Client for all or any loss, liability, damages, costs, claims or expenses incurred by the Client or any third party, as a result of the negligence, dishonesty, misconduct, errors, acts or omissions of the Candidate supplied, arising from, or connected with, the Engagement of a Candidate by the Client.

(b) Nothing in these Terms and Conditions of Business shall exclude or restrict any liability of any party for which liability cannot be excluded or restricted by applicable law.

(c) The Company shall not under any circumstances be liable for:

(i) consequential, special or indirect loss or damage;

(ii) loss of income, profit, interest or anticipated savings suffered or incurred by the Client arising out of, or in connection with, these Terms and Conditions of Business, an Engagement whether or not the Company was aware or could reasonably be expected to have been aware that any such loss, damage or claim could result, whether under contract, tort (including negligence and strict liability) or otherwise; or

(iii) the inability of the Company to supply a suitable Candidate.

6. Fees and Charges

(a) The Client agrees;

(i) to notify the Company immediately of any offer of an Engagement which it makes to the Candidate;

(ii) to notify the Company immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Company;

(iii) to pay the Fee within (14) days of the invoice date and the Fee, when invoiced, will be payable in the currency of the country in which the Engagement is effected; and

(iv) The Client agrees to pay the Introduction Fee to the Company advised to the Client on or before the commencement of the Engagement.

(b) The Introduction Fee payable to the Company by the Client for an Introduction resulting in an Engagement is 20% of the candidate's total remuneration, which is a percentage of the Remuneration applicable for the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

(c) Retained Introduction – The Fee will be payable in (3) equal installments with the final installment reflecting the actual Remuneration of the relevant Candidate. The first installment is payable upon the Company's acceptance of instruction; the second installment is payable upon submission by the Company to the Client of a Shortlist of Candidates; and the third installment is payable upon the Candidate's acceptance of the Client's offer of Engagement.

(d) For the purposes of Clause 6(c) above, where the precise Remuneration is not known in advance, the Remuneration will be estimated for the purposes of the first two installments of the fee. The final installment of the fee will be based on the actual Remuneration and any necessary adjustments will be made and no entitlement to refunds of any paid installments arises, where the Client decides not to proceed with the search or appointment of the Candidate.

(e) Contingent Introductions – The Fee is payable upon the Candidate's acceptance of the Engagement with the Client.

(f) Agreed expenses such as interview or traveling expenses, and other exceptional expenses shall be invoiced in addition to the Fee and will be payable within (14) days of invoice.

(g) The Company may assign to a third party the right to render invoices and collect and receive payments.

7. Refunds and Rebates

(a) Unless otherwise agreed, the Company shall not be obliged to make any rebates or refunds of fees or other sums payable by the Client other than as outlined in these Terms and Conditions of Business.

(b) In the event of the Engagement of any Candidate by the Client which terminates on or before the expiration of (13) weeks from the date the Candidate commenced employment with the Client, a rebate of 7.7% will be allowed against the fee for each complete week of the 13 week period not actually worked by the Candidate or the introduction of a replacement candidate will be made at no extra charge to the client.

(c) The refund fee or replacement will only be made if the Client notifies the Company in writing within (7) days of termination and if all monies due from the Client have been paid in accordance with these Terms and Conditions of Business.

(d) The guarantee period of (13) weeks will not apply if the Candidate's employment with the Client is terminated for reasons beyond the control of the Company, including, but not limited to, dismissal, redundancy, restructuring, reorganisation of the Client's business, economic circumstances, closure of the Client's business, change of management or substantial change from original job description.

8. Engagement of Candidate

(a) The Client agrees to notify the Company immediately of any Engagement having taken place.

(b) The Client will be liable to pay a Fee in relation to any Candidate Engaged by the Client as a consequence of, or resulting from, an Introduction by or through the Company, whether direct or indirect, which occurs within 6 months of either the Introduction, or the Candidate's final interview with the Client, whichever is the later.

(c) All Introductions are confidential. The passing of an Introduction by the Client to a third party, which results in an Engagement of the Candidate by that third party (on a temporary or permanent basis) within 6 months of the date of the Introduction, will result in a Fee being due from the Client with respect to that Candidate.

(d) For the purposes of this Clause 8, the Fee will be the sum, which would have been payable if the original Introduction had resulted in an Engagement through the Company. There is no entitlement to any refund fee in any of these circumstances.

(e) Where the Candidate introduced by the Company to the Client is already known to the Client (whether directly or indirectly), the Client shall notify the Company of that fact either orally or in writing within 1 working day from the Introduction. If not, the Client will be liable to pay the Fee in accordance with these Terms and Conditions of Business, in the event of its Engagement of that Candidate.

9. General

(a) All information supplied by the Company to the Client about a Candidate is confidential and the Client agrees that it will not divulge such information to any third party. The Client also agrees that to divulge such information to a third party would constitute a breach of the Data Protection Act 1998, and other regulations in force from time to time relating to the protection and transfer of personal data, and that the Client, and not the Company, will be held liable for any such breach.

(b) For the purposes of the Conduct Regulations, the Company operates as both an employment business and an employment agency.

(c) The Client may not assign to a third party the benefit of these Terms and Conditions of Business.

(d) These Terms and Conditions of Business are governed by the law of whichever jurisdiction the Engagement is effected in and shall be subject to the exclusive jurisdiction of the same.

Allant Europe Limited 2008

"I have read, understood & agree to these terms & conditions of business:

Signed:

Date: