



## TERMS AND CONDITIONS OF BUSINESS

### FOR THE INTRODUCTION OF PERMANENT STAFF

1. These Terms and Conditions of Business are between Austin Powell Limited, and/or any of its associate or subsidiary companies (hereafter called the Agent), and the Employer Client (hereafter called the Client).
2. On accepting an applicant referred by the Agent for interview, the Client is accepting these Terms and Conditions of Business as the Contract between the parties. The Client shall immediately advise the Agent in the event that the Client or company associated with the Client engages an applicant or agrees to make use of or use the services of an applicant introduced by the Agent in the position offered, or in any other position within 6 months of the date of referral by the Agent to the Client. In this event, the Client shall pay to the Agent the introduction fee (as defined in Clause 3 below) immediately upon receipt of the invoice.
3. The introduction fee payable by the Client is subject to Value Added Tax at the standard rate and is calculated at the percentage rate of the annual starting salary (including anticipated commission and taxable emoluments). The percentage rates are as follows:

Salary Scale	Rates
Under £10,000 p.a.	£750.00
£10,000 p.a. - £14,999 p.a.	12%
£15,000 p.a. - £19,999 p.a.	15%
£20,000 p.a. - £24,999 p.a.	20%
Above £25,000p.a.	25%

4. Introductions are confidential. If the Client or any representative or employee of the Client refers the applicant to any other person, firm or corporation within six months of the initial introduction, and that person, firm or corporation engages the applicant on a permanent, temporary, self-employed or freelance basis, then the introduction fee as detailed above will become payable by the Client as though the Client themselves had engaged the applicant.
5. The Agent agrees to make every reasonable effort to ensure the suitability of applicants introduced to the Client. The Agent does not obtain or verify references carry out medical examinations or warrant the integrity, capability or qualifications of the applicant and the Client should satisfy himself on all such matters. The Client is advised to obtain a medical examination before engaging an applicant and to establish that the applicant has the necessary licenses, authorities and work permits where applicable.
6. Notwithstanding any representation or information given to the Client, the Agent accepts no liability whatsoever on behalf of himself, his employees or agents for any loss, expense, delay or damage, pecuniary or otherwise, consequential or not that the Client, his employees, agents, customers or others may suffer or become liable for arising from the introduction to or employment of any applicant, accept for liability for death or personal injury arising out of the negligence of the Agent. The Client is strongly advised to obtain his own insurance against such matters. No warranties, conditions or representations, express or implied, statutory or otherwise are given to the Client by the Agent.
7. If any member of staff of the Agent is employed by the Client within six months of such member leaving the employment of the Agent, then an introduction fee in accordance with scale above shall be due immediately.



8. These Terms and Conditions of Business may not be varied except by the express permission of a Director of the Agent in writing.

9. The Agent reserves a right to invoice a surcharge to the Client of 2% of all outstanding amounts per month for delays in payment after 14 days have elapsed from invoice date and the Client will accept this charge for payment on receipt of invoice (receipt of invoice will be deemed to be two days after the date shown on the invoice).

10. Should the applicant, having taken up employment, leave before the completion of the eighth week of employment, the following rebate will be allowed at the discretion of the Agent, **provided the invoice is paid within 7 days of invoice date and no discount has been given on the original fee.**

Period of Employment	Percentage of Rebate
Up to 2 weeks	Free Replacement*
Not exceeding 3 weeks	80%
Not exceeding 4 weeks	60%
Not exceeding 5 weeks	40%
Not exceeding 6 weeks	20%
Not exceeding 8 weeks	10%

#### **FOR THE INTRODUCTION OF TEMPORARY STAFF**

For Terms & Conditions of Business of Temporary Staff refer to our separate Terms and Conditions of Business.