



STANDARD TERMS AND CONDITIONS FOR CLIENTS

Company Name _____ Date _____

1. The Contract

- a) These Terms and Conditions are applicable to all clients who engage the recruitment services of Techworks Recruitment.
- b) The client, upon interviewing or engaging a candidate introduced by Techworks Recruitment, is deemed to have accepted these Terms and Conditions.
- c) No variation or alteration to these Terms and Conditions shall be valid without confirmation, in writing, by a director of Techworks Recruitment. Any variation or alteration to these Terms and Conditions must be agreed prior to the undertaking and commencement of any recruitment project.

2. Fees and Introductions

- a) The client shall pay Techworks Recruitment when an introduction results directly or indirectly in the engagement of a candidate of Techworks Recruitment. The fee is calculated as a percentage of the annual salary and any guaranteed additional payment to that candidate in the first twelve months of their employment. Payment structure is based on the following: -

<u>Annual Remuneration</u>	£0	To	£14,999.99	17.50%
	£15,000.00	To	£29,999.99	20.00%
	£30,000.00	To	£39,999.99	25.00%
	£40,000	+		30.00%

- b) Negotiations on fees will be offered for clients who can offer continual business, will allow us to act as sole supplier or a proven loyal client. All clients unless stated otherwise are on a 14 day invoice
- c) Fees will incur Value Added Tax at the prevailing rate.
- d) All candidates introduced by Techworks Recruitment will be deemed to be "active introductions" for a period of one year from the initial date of introduction, so that if a candidate is employed or retained within this one year period, these Terms and Conditions will be applicable. If a client offers a permanent position to a temporary worker in the period of one year then the introduction fees outlined above will apply.

- e) Where Techworks Recruitment introduces a candidate to a client and the candidate then introduces further candidates of Techworks Recruitment who are subsequently engaged by the client, an introduction fee shall be payable in accordance with sub clause 2 (a).

This booking is not transferable through any other agency outside Techworks Recruitment Limited. Should a transferring of booking go ahead then the Client will be charged a 20% introduction fee.

3. Executive Search Assignment

Techworks Recruitment will, where required, implement and execute an Executive Search Assignment as specified by the client. Fees for all Search assignments are calculated at the rate of 33% of total taxable emoluments. The fee is payable in three installments:

- 33% of total fee upon acceptance of assignment (non refundable).
- 33% of total fee upon presentation of candidate shortlist.
- 34% of total fee on the commencement date of engagement of the successful candidate.

4. Payment Terms

- a) The client will be invoiced on the date of the candidate's commencement of employment with the client.
- b) Fees are due and payable within 14 days of the date of invoice.
- c) Techworks Recruitment reserve the right to charge interest on any outstanding balance not received within 28 days of invoice date. Interest will be charged from the invoice date at a rate of 5% per month or part thereof.

5. Notifications

- a) At all times a representative of Techworks Recruitment should remain the channel through which communications between the client and the candidate are effected.
- b) The client agrees to make available to a representative of Techworks Recruitment any feedback on any recruitment procedure involving a candidate of Techworks Recruitment., whether successful or unsuccessful.

6. Termination of Employment

- a) In the event of an engagement being terminated within eight weeks of the commencement of employment by a candidate of Techworks Recruitment., and our fees have been received within 14 days of invoice date, Techworks Recruitment will provide the client with their choice of one of the following options:

- i) the provision of a replacement candidate (deemed acceptable by the client) at no further cost. OR or
- ii) A Rebate over the following time period:

Up to 4 weeks	100%
Up to 5 weeks	60%
Up to 6 weeks	50%
Up to 7 weeks	40%
Up to 8 weeks	30%

Up to 9 weeks 20%
Up to 10 weeks 10%

- b) In the event that the client qualifies for a replacement candidate but does not require the replacement immediately, Techworks Recruitment agree to postpone the recruitment of a replacement candidate, until notified by the client, for a period not exceeding three months, and where the replacement candidate commences employment within six months of the original commencement date of the candidate being replaced.
- c) The above terms are valid only when Techworks Recruitment are informed, in writing, within five (5) working days of such termination.

7. Suitability & Liability

- a) Techworks Recruitment will endeavor to make every reasonable effort to provide the client with candidates suited to the specifications as provided by the client. However, the client must satisfy themselves independently as to the suitability of any candidate introduced by Techworks Recruitment and where required complete any referencing or confirmation of qualifications. Techworks Recruitment shall not be liable in any circumstance for any injury, expense, loss or damage incurred by the client as a result of the introduction or engagement of any candidate.

8. Clients duties and protection of Techworks Recruitment business

- (a) The Client
 - (i) warrants and confirms that it has given Techworks Recruitment sufficient information in order for Techworks Recruitment properly to consider the suitability of the candidate to perform the Services, including but not limited to:
 - (A) the identity of the client and, if applicable the nature of the client's business;
 - (B) the date on which the client requires provision of the service to commence and the duration of likely duration of provision of the services;
 - (C) details of the service including, but not limited to, the type of work, the location at which and the hours during which the service are to be provided, any risks to health and safety known to the client and the steps taken by the client to control such risks;
 - (D) 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 consultant to possess in order to provide the services;
 - (E) any expenses payable by or to the candidate;
 - (ii) confirms that Techworks Recruitment has supplied it with the following:
 - (A) the identity of the candidate and the consultant;
 - (B) that the consultant has the experience, training, qualification and any authorisation which the client considers are necessary, or which are

required by law or by any professional body, to perform the Services;
and

- (C) that the candidate is willing to provide the Services

9. Intellectual property rights

- (a) Techworks Recruitment itself, and will use all due diligence to ensure that the candidate and its consultant shall, disclose and deliver to the client for the exclusive use and benefit of the client all Intellectual Property and Inventions promptly upon the making, devising or discovering of the same, and will give all information and data in their possession as to the exact mode of working, producing and using the same and also all such explanations and instructions to the client as may in the view of the client be necessary to enable the full and effectual working, production or use of the same and will furnish it with all necessary plans, drawings, formulae and models.
- (b) In consideration of the fees payable by the client for the Services, Techworks Recruitment hereby assigns to the client (or its nominee) all rights in and to the Inventions and all Intellectual Property Rights which vest in Techworks Recruitment and which relate to or arise out of the Services, present or future.
- (c) Nothing in this agreement shall oblige the client or Techworks Recruitment to seek patent or other protection for any Invention nor to exploit any Invention.

11: COMMUNICATIONS

- (a) any communication given under this agreement shall (unless specifically provided otherwise in this Agreement) be in writing and may be sent by hand, first class prepaid post, electronic mail or facsimile.
- (b) All communications must be addressed to the party to be served at the relevant post or electronic mail addresses or facsimile numbers given in this agreement (or as may be varied by written notice from an authorized representative of one party to another party).

12: GENERAL

- (a) **Entire Agreement:** This agreement contains the entire agreement of the parties concerning the subject matter hereof and supersedes and substitutes all previous agreements and arrangements (if any) whether written oral or implied between Techworks Recruitment and the client relating to the services. All such agreements and arrangements still effective at the date hereof (if any) shall (without prejudice to the rights of Techworks Recruitment arising prior to the start date in respect of prior breaches by the client of which Techworks Recruitment is not aware) be deemed to have been terminated by mutual consent with effect from the start date (or the effective date, whichever is earlier)
- (b) **Representations:** Each of the parties declares and acknowledges that it is not entering into this agreement in reliance upon any representation or warranty or understanding express or implied which is not contained expressly in this agreement and (for the avoidance of doubt) hereby irrevocably and unconditionally waives any right to any

remedy of whatsoever nature (whether damages rescission or otherwise) for any breach of any such representation or warranty which there may have been or which may occur.

(c) **Assignment and Sub-contracting:**

- (i) This agreement is personal to the client and it shall not be entitled to assign or sub-contract its obligations or rights hereunder to any third party without prior written consent of Techworks Recruitment.
- (ii) Techworks Recruitment shall however be entitled to sub-contract its obligations under this agreement to any third party or to assign this agreement to any company within the Techworks Recruitment Group of Companies or any debt factor that Techworks Recruitment and any company within the Techworks Recruitment Group of companies may use from time to time. In the event of an assignment, all references to Techworks Recruitment shall be deemed to refer to the assignee.

(d) **Headings:** The headings in this agreement are for ease of reference only and do not affect its interpretation.

(e) **Governing Law and Jurisdiction:** This agreement shall be governed by and construed in all respects in accordance with English law and any disputes resolved by the courts of England.

(F) **Force Majeure:** Neither party shall be liable for an breach of its obligations set out in this agreement which result from causes beyond its reasonable control including, but not limited to: fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, state of national emergency, or government action of any cause whatsoever (whether or not of a similar nature to the above) ('an Event of Force Majeure'). Each of the parties hereto agree to give immediate notice to the other on its becoming aware of an event of Force Majeure, such notice to contain details of the circumstances given rise to this event. Failure to give such notice within 3 days of its becoming aware of the Event of Force Majeure will lose the affected party the right to rely on the provisions of this clause. If a default due to the Event of Force Majeure shall continue for more that 1 week then the party not in default shall be entitled to terminate this agreement. Neither party shall occur any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

(g) **Severability:** The restrictions contained in this Agreement are considered reasonable by the parties but, if any such restriction shall be found void but would be valid if some part thereof were deleted or the period or area of application reduced, such restriction shall apply with such modification as may be part thereof being declared illegal, invalid, void or unenforceable, that clause (or the relevant part) shall be severed from the body of the Agreement and all other clauses or parts thereof contained in this Agreement shall remain in full force and shall not be affected thereby, and, to the extent permitted by law, the clause or part severed shall be replaced with a provision which is of similar effect, but which is not illegal, invalid, void or unenforceable.

(h) **Third Party Rights:** Only the parties to this Agreement and any debt factor that Techworks Recruitment may use from time to time shall have the benefit from or any rights hereunder and the parties to this Agreement shall have the benefit from or any rights hereunder and the parties agree that the Contracts (Rights of third parties) Act 1999 shall not apply to this agreement.

(i) **Data Protection:** The client warrants Techworks Recruitment that it complies in all respects with data protection legislation relevant to any personal data of the candidate used or processed by the client.

- (j) **Advertising:** The client hereby gives its authority to Techworks Recruitment to issue or caused to be issued any and all advertisements about positions which the client seeks to fill and in whatever form and media Techworks Recruitment deems to be appropriate and the client warrants and confirms that if Techworks Recruitment issued , or caused to be issued , any advertisement in order to source potentially suitable service providers to provide the Services (or similar Services), the client had, prior to any such issue, given Techworks Recruitment authority to source such service providers.

13. Law

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

14. Executed

This Agreement shall take effect from either the Effective Date or the Start Date, whichever earlier and is executed by the parties as follows

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For and behalf of Client

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Date

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For and behalf of Techworks Recruitment

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Date