

## TERMS & CONDITIONS OF BUSINESS FOR THE SUPPLY OF PERMANENT STAFF

### Definitions:

- 1.1 Agreement** – Terms & Conditions of Business comprising of the agreement between Client and ConSol Partners Ltd.
- 1.2 ConSol Partners Ltd** - of 35 New Broad Street, London, EC2M 1NH, United Kingdom acts as a recruitment agency.
- 1.3 Client** - person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced.
- 1.4 Candidate/Applicant** - any individual or organisation on whose behalf ConSol Partners Ltd effects an Introduction to the Client.
- 1.5 Introduction** - (i) the Client's interview of an Applicant in person or by telephone or otherwise, following the Client's instruction to ConSol Partners Ltd to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Applicant; and which, in either case, leads to an Engagement of that Applicant.
- 1.6 Engagement** - the engagement, employment or other use, directly or indirectly, of an Applicant on a permanent or temporary basis by the Client.
- 1.7 Remuneration** - includes annual base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) fees payable to or receivable by the Applicant for the first twelve months of the Engagement for services rendered to or on behalf of the Client.

### Term:

- 2.1** All and any business relating to permanent recruitment undertaken by ConSol Partners Ltd is transacted subject to this Agreement.
- 2.2** If these Terms & Conditions of Business have been received by Client by hand, via email, fax or post and Client begins interview process with any ConSol Partners Ltd Candidate or an Introduction or Engagement occurs, then Client will be deemed to have accepted and agreed to these Terms and Conditions of Business.
- 2.3** No variation or amendment to this Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party.
- 2.4** Either party can terminate the Agreement with 30 days' written notice to the other. Certain provisions, including for the avoidance of doubt all provisions relating to payment of fees by the Client, survive termination.

### Fees:

- 3.1** The fee per Engagement for ConSol Partners' service shall consist of a percentage of the Candidate's Remuneration in accordance with the fee scale set out in clause 3.2 below.
- 3.2** Fee Scale:
- 25% on Remuneration up to €69,999
  - 30% on Remuneration above €70,000
- 3.3** Fees will be invoiced upon Candidate/Applicant accepting Client's offer of employment in writing, or via email, and are payable within 14 days of the date of the invoice. In the event of late payment, Client shall incur interest at the rate of 8% above the prevailing Bank of England base rate.
- 3.4** All fees are subject to value added tax, where applicable, which will be charged in addition to stated fees.
- 3.5** All fees are net of any local taxes, including withholding taxes. Where withholding taxes are due, the fees will be grossed up so that net payment received by ConSol Partners Ltd is equal to the amount due under clause 3.2.
- 3.6** Remuneration in foreign currency will be calculated at the Financial Times (ft.com) exchange rate applicable on the date of invoice.
- 3.7** If Client fails to notify ConSol Partners Ltd of any offer made to Candidate, then ConSol Partners Ltd at their discretion may charge a fee of 30%, irrespective of Remuneration, and invoice appropriately with no guarantee period.
- 3.8** If client makes a formal offer to a candidate which is subsequently withdrawn for any reason ConSol Partners will invoice for half (50%) of the agreed fee.

### Guarantee:

- 4.1** ConSol Partners Ltd provides a guarantee on all permanent Candidates. If a Candidate is dismissed within thirty days of Engagement start date, ConSol Partners Ltd will replace the Candidate at no charge or issue a credit note, at the Client's discretion, provided that:
- 4.1.1 all monies due under this Agreement have been paid in full and on time; and
  - 4.1.2 such termination is not as a result of redundancy, re-organisation, project cancellation or similar, pregnancy, injury or ill-health or by reason of a Candidate's race, sex, sexual orientation, religion or belief, any disability or age.

**General Terms:**

- 5.1 Client will be liable for fee in the event of Engagement of any ConSol Partners Ltd Candidate in any capacity, basis or length of time. This applies for 12 months from initial Introduction, or if later within 12 months of termination of relevant Engagement. If any Candidate is re-engaged within 12 months of termination of Engagement, the guarantee provisions will not apply.
- 5.2 ConSol Partners, Client and any agent engaged to act on Client's behalf shall ensure mutual confidentiality of all information exchanged.
- 5.3 Client shall not pass to any third party, any Candidate details without prior written consent of ConSol Partners. If, with or without such consent, Client refers any Candidate to a third party, or refers a third party to any Candidate, within 12 months of the initial ConSol Partners Ltd Introduction, a fee equal to 30% of Candidate's Remuneration shall become due and payable by Client upon such disclosure or referral.
- 5.4 If Client engages a Candidate initially identified to Client by ConSol Partners Ltd at any time during the period of 12 months following the termination of this Agreement regardless of future sources of contact from the Candidate or other employment agencies, Client will pay ConSol Partners Ltd a fee in accordance with clause 3.
- 5.5 In respect of the service provided under this Agreement, ConSol Partners Ltd operates as an employment agency for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 5.6 Save in respect of the authority given under this Agreement, ConSol Partners Ltd has no authority to act for Client, and, in particular, has no authority to enter into any contract with Candidate on behalf of Client.
- 5.7 Each party warrants and undertakes to the other that, in relation to this Agreement, it shall comply strictly with all requirements of the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.
- 5.8 Client agrees not to directly or indirectly Engage with ConSol Partners employees for a period of 12 months from the date of the expiry of this agreement, or the date of 1st Introduction whichever is the latest. In the event of an Engagement with ConSol Partners employees, Client shall be liable to a fee equal to either; 100% of the employees Remuneration with the Client or 100% of the employees invoiced gross profit in the preceding 12 months, whichever is the highest. VAT will be charged in addition to the fee. No Guarantee will be provided.

**Liability and Acknowledgements:**

- 6.1 Neither ConSol Partners Ltd nor any of its staff shall be liable to Client for any loss, injury, damage, expense or delay incurred or suffered by Client arising in connection with any Introduction or Engagement and, in particular (but without limitation to the foregoing), any such loss, injury, damage, expense or delay arising in connection with:
  - 6.1.1 failure of any Candidate to meet the requirements of Client for all or any of the purposes for which the Candidate is required by Client;
  - 6.1.2 any act or omission of any Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
  - 6.1.3 any loss, injury, damage, expense or delay incurred or suffered by a Candidate,provided that nothing in this clause 6.1 shall be construed as purporting to exclude or restrict ConSol Partners' liability to Client for personal injury or death resulting from ConSol Partners' own negligence nor any other exclusion or limitation which is prohibited by law.
- 6.2 Client acknowledges that in entering into this Agreement, it has not relied on any representations, warranties or other assurances by ConSol Partners Ltd or any of its staff other than those expressly set out in this Agreement, provided that nothing in this clause 6.2 shall operate to limit or exclude any liability for fraudulent misrepresentation between ConSol Partners Ltd and Client.
- 6.3 Client acknowledges and agrees that:
  - 6.3.1 curriculum vitae and any other written information provided by ConSol Partners Ltd is taken in good faith from Candidate and any inaccuracies are not the responsibility of ConSol Partners; and
  - 6.3.2 assessment of Candidate's suitability, references, work permits, medicals and other such matters relating to employment of the Candidate is the responsibility of the Client.
- 6.4 In the event any action or dispute arises to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to actual solicitor's fees and costs, regardless of whether or not proceedings are issued.

The laws of England and Wales govern this Agreement and the English Courts will have exclusive jurisdiction.

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**SIGNED**

COMPANY:

NAME:

TITLE:

DATE:

**SIGNED**

CONSOL PARTNERS

NAME:

TITLE:

DATE: