

Permanent Staff Recruitment Terms and Conditions of Business

These terms and conditions shall apply to all business undertaken by Be Personnel Limited (Be Personnel) in its capacity as an employment agency, for any person, firm or other form of business ("Client(s)") in respect of the recruitment of permanent members of staff including those on fixed or short term contracts. By accepting a submitted curriculum vitae of any individual introduced or put forward by Be Personnel for employment (an "Applicant") and/or by granting any Applicant an interview (including telephone interviews) and/or by the engagement (which includes employment or use whether under a contract of service or for services) of any Applicant (the date of the earliest of these events being the Introduction Date), the Client shall be deemed to have accepted and agreed to be bound by these terms and conditions, which constitute the entire agreement between the parties, supersede any previous agreements and may not be modified or varied unless agreed in writing by Be Personnel.

1. The Client shall pay a fee ("Introduction Fee") which shall be invoiced on the day an Applicant commences employment with or otherwise works for or on behalf of the Client ("Commencement Date"). The Introduction Fee shall be calculated in accordance with Be Personnel's scale of fees ("Scale of Fees") plus Value Added Tax at the current rate.
2. In the event that any Applicant, who is rejected by the Client or who rejects an offer of employment from the Client, is subsequently employed by or otherwise works for or on behalf of the Client within twelve months of the Introduction Date, the Client shall pay the Introduction Fee to Be Personnel in accordance with clause 1 above. This clause shall apply in all circumstances including where, subsequent to the Introduction Date, the Applicant applies directly to the Client for employment or otherwise directly offers his or her services to the Client whether such application or offer is in response to a general advertisement or other form of recruitment media placed by the Client or on the Client's behalf or otherwise.
3. In the event that the Client introduces an Applicant to another person, firm, business or company including any division, subsidiary, parent, holding or other associated company of the Client ("Third Party") resulting in the employment or other contractual arrangement of the Applicant with that Third Party within twelve months of the Introduction Date, except where the Client has already paid an Introduction Fee to Be Personnel in respect of the said Applicant the Client shall pay to Be Personnel the Introduction Fee in accordance with clause 1 above as if the Client has engaged the Applicant on the same terms as the Third Party.
4. In the event that any of Be Personnel's own employees, workers or agency staff commences employment with the Client, then the Client shall pay the Introduction Fee in accordance with clause 1 above as if the relevant individual was an Applicant.
5. Fees shall be payable by the Client for a retained assignment as more fully described in the Scale of Fees section below ("Retained Assignment"), in accordance with the Scale of Fees. These fees shall be invoiced in three parts with a) the first part, the "Retainer", amounting to one third of the estimated total fee, to be invoiced on commencement of the Retained Assignment, b) the second part, the "Short-List", amounting to one third of the estimated total fee, to be invoiced on presentation of a short-list and c) the third part, the "Completion", being the balance of the fee, to be invoiced on the day that an Applicant commences employment with or otherwise works for or on behalf of the Client.

In the event that Retained Assignment is subsequently cancelled by the Client, or the Client, for any reason, alters materially (in view of Be Personnel) the terms of reference submitted to Be Personnel then, in addition to the full amount of the fees payable in accordance with the Scale of Fees, the Client shall pay an additional fee of ten per cent of the Gross Annual

Remuneration Package, plus all advertising costs and other expenses incurred by Be Personnel (such remuneration and advertising costs shall be agreed at the commencement of the Retained Assignment).

6. Be Personnel is able to provide an advertisement to the Client, for which the space and production charges incurred by Be Personnel are payable by the Client in accordance with Be Personnel's rates for advertisement services (details of which are available on request). Prior to any advertisement being placed by Be Personnel, the Client agrees to provide Be Personnel with such information, in writing if requested, relevant to the proposed advertisement as may be requested by Be Personnel. Cancellation of an advertisement shall be accepted by Be Personnel provided that the Client gives sufficient notice to Be Personnel to enable Be Personnel to cancel the advertisement before any charges are incurred by Be Personnel. Advertising fees plus Value Added Tax at the current rate shall be payable by the Client within seven days of the date of invoice and such fees shall be in accordance with Be Personnel's rates for advertisement services.
7. Unless otherwise agreed in writing, the Client shall reimburse Be Personnel with all travelling and out of pocket expenses incurred by Applicants attending an interview.

Guarantee

- 8.1 In the event that an Applicant terminates his/her employment with or otherwise ceases to work for or on behalf of the Client, or the Client terminates the employment of, or ceases any other work arrangement with, the Applicant ("Termination") within 12 weeks of the commencement Date and provided:- a) all monies due from the Client have been paid in accordance with these terms and conditions; and b) that the Client notifies Be Personnel in writing of the Termination within seven days thereof; and c) that the Client or any subsidiary or associated company of the Client does not re-engage the Applicant within twelve months from the date of the Termination; and d) the Termination is not due to redundancy; then, and only then, Be Personnel shall refund the Client a proportion of the Introduction Fees as follows:

Service up to 1 week	-	90% refund
1 to 2 weeks service	-	75% refund
3 to 4 weeks service	-	50% refund
5 to 8 weeks service	-	25% refund
9 to 12 weeks service	-	10% refund
thereafter	-	no refund

A refund in accordance with the above table shall only be due where a) a replacement applicant cannot be found by Be Personnel within 12 weeks of formal notification of the Termination, or b) a replacement applicant has been found within in 12 weeks of formal notification of the Termination in which case the refund shall be applied to the Introduction Fee due in respect of the replacement applicant and the Introduction Fee due in respect of the original Applicant shall remain payable in full. No refund shall be made in the event that the Client does not replace the Applicant. A refund in respect of fixed or short term contracts shall be subject to the above rules but be reduced to reflect the fixed or short term contract period relative to a full year.

- 8.2 For the avoidance of doubt, for a Retained Assignment, no refund will be applicable to the Retainer or Short-List elements of the Scale of Fees.
9. Whilst Be Personnel will endeavour to ensure that any information about the Applicant provided by it is accurate, no warranty is given in this respect and the Client should make any checks necessary to ensure the accuracy of the information provided. Subject to Be Personnel's statutory obligations, the Client shall be responsible for taking up any references (including the



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confirmation of any professional or academic qualifications) and shall satisfy itself as to the suitability of any Applicant prior to the Commencement Date. The Client shall be responsible for arranging all medical examinations and investigations and for verifying current driving or other licences of the Applicant and for obtaining any work and other permits.

10. Prior to an Applicant attending an interview with the Client, the Client agrees to provide Be Personnel with such information, in writing if requested, relating to the proposed position as may be requested by Be Personnel.
11. Be Personnel shall endeavour to ensure the suitability of any Applicant introduced to the Client and to maintain a high standard of service and integrity, but Be Personnel makes no warranty, expressed or implied, as to the suitability of any Applicant introduced to the Client.
12. Be Personnel shall not be liable for any losses, liabilities, damages, costs, claims, awards, demands or expenses suffered or incurred by the Client relating to the recruitment, employment or engagement of any Applicant by the Client or the introduction of any Applicant by the Client to any Third Party, howsoever arising.
13. All monies due hereunder shall be payable by the Client within fourteen days of the date of invoice, except for advertising fees which shall be payable in accordance with clause 7. If any invoice is not paid by the relevant due date then all invoices shall immediately become due for payment as a debt irrespective of their individual due dates.
14. Be Personnel reserves the right to charge interest on all invoiced amounts outstanding after the due payment date at the rate of 8% per annum above the base rate from time to time of Lloyds TSB bank from the due date (or such earlier date on which the sum becomes payable) until the actual date of payment.
15. Personal data (as defined in the Data Protection Act 1998 or an amendment or re-enactment thereof) in respect of unincorporated Clients which is obtained in the ordinary course of business shall be held and may be used by Be Personnel and/or its bankers and the Client consents to the processing of such personal data. The Client undertakes that it shall comply with the Data Protection Act 1998 in respect of any personal data it may have relating to an Applicant.
16. The Client shall, on demand, fully and effectively indemnify Be Personnel against all losses, liabilities, damages, costs, claims, awards, demands and expenses relating to any breach by the Client of these terms and conditions.
17. If at any time any clause or provision of these terms and conditions shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable then the validity, legality and enforceability of the remaining clauses and provisions shall continue in full force and effect.
18. These terms and conditions are governed by the law of and are subject to the exclusive jurisdiction of the Courts of England, Wales and Scotland.

Scale of Fees

Register Search

Be Personnel's service, reputation and regular advertising in specialist, local and national media ensures that a substantial and comprehensive register of candidates is maintained. A large number of these applicants have come to Be Personnel through personal recommendation and generally do not respond to advertisements. Applicants are interviewed and, at short notice, Be Personnel can present details of those who most accurately fit the Client's specification. Be Personnel provides a detailed curriculum vitae for each Applicant submitted, arranges interviews and maintains

close contact with both the Client and Applicant throughout the recruitment process.

No Introduction Fee is payable by the Client for this service unless an Applicant introduced by Be Personnel commences employment with or otherwise works for or on behalf of the Client (subject to clauses 1, 2, 3, and 4 of the terms and conditions above).

All Introduction Fees are expressed as a percentage of the first year's gross annual remuneration package to include salary, bonuses, commission, overseas premiums, living and/or accommodation allowances, value of either any provided car at the rate of £2,500 per annum or any car allowance, and any other benefits or remuneration payable to the Applicant ("Gross Annual Remuneration Package"). Introduction Fees for Applicants for part time or reduced hours working shall first be calculated on a full time equivalent salary and the resultant Introduction Fee shall then be prorated to reflect the reduced hours.

Where an Applicant is sought for a fixed or short term contract, i.e. for less than one year, then a premium of 33.3% shall be added to the standard Introduction Fee for each fixed or short term contract and also for any subsequent extensions thereof up to a period of one year. The resulting Introduction Fee shall then be reduced to reflect the contract period relative to a full year. Introductions in respect of the fixed or short term contracts for more than 1 year shall be charged according to the standard Introduction Fee set out herein.

Retained Assignment

This service, as referred to in clause 5 above, is particularly suitable for senior, middle ranking or specialist appointments and generally involves combining an advertising campaign with a Register Search. For a Retained Assignment, Be Personnel obtains detailed information about the Client's requirements and agrees an applicant specification. Be Personnel can then advise whether any advertising is necessary and combine this with a "Register Search" and networking facility as required.

Be Personnel will then analyse the response and ensures that prospective applicants are fully advised about the specific requirements of the Client. An appropriate interview report on short listed Applicants is then prepared.

Be Personnel maintains close contact with the Client throughout the entire process, arranging meetings and providing feedback to ensure a successful completion of the Retained Assignment. The quality management program ensures a most cost effective and reliable recruitment process.

Due to the commitment made by the Client, by the payment of a Retainer, Be Personnel can provide a very high quality service, with a virtual guarantee of success, at a discount on the standard "Register Search" Introduction Fees.

Sales Placements

Sales representatives will be charged in accordance with the "Register Search" Scale of Fees but subject to a minimum charge of £2,500 in any circumstances where the Gross Annual Remuneration Package would result in an Introduction Fee below £2,500 or in the case of a commission only placement.

Recruitment Advertising

This low cost recruitment resource is for Clients who simply wish to use Be Personnel's extensive media knowledge and specialist research to place and write effective advertising copy. Be Personnel's buying power results in highly competitive rates/discounts on the purchase of advertising space and related production costs. Together with professional in-house design expertise Be Personnel can achieve an optimum response level in a highly cost effective manner. Prices available on request.

On most occasions, enquiries are handled by a confidential reply



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continued/

service which allows the Client to remain anonymous. This facility can be particularly desirable in sensitive situations and nearly always increases response levels.

Value Added Tax

All Fees/costs are subject to VAT at the current rate.

Introduction Fees

Bespoke to the individual Client and Vacancy

Fees do not include advertising costs and other expenses.

Signed:

on behalf of the Client

Date: