

TERMS OF BUSINESS

KINDLY NOTE

These “Terms of Business” should be signed by a duly authorised person and returned to:

Euroresource International Ltd.
Kitchiner House
15 Warwick Road
WEST DRAYTON
UB7 9BS

Until we receive this document with a signature at the above address, no recruitment activity can commence.



INTERNATIONAL LIMITED

“TERMS OF BUSINESS” - INTRODUCTION OF STAFF TO BE EMPLOYED BY THE CLIENT

1. DEFINITIONS

1.1 In these Terms of Business the following definitions shall apply:

“Company” means Euroresource International Limited;

“Applicant” means the person introduced by the Company to the Client for an Engagement including any member of the Company’s own staff; “Client” means the 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;

“Engagement” means the engagement, employment or use of the Applicant by the Client on a permanent basis or temporary basis, whether under a contract of service, contract of employment or for services; under an agency, licence, franchise or partnership agreement; or any other engagement;

“Introduction” means the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;

“Remuneration” includes base salary, guaranteed and/or anticipated overtime, bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.

2.2. Unless otherwise agreed in writing by an officer of the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration of these Terms of Business shall be valid unless approved in writing by an officer of the Company.

3. NOTIFICATION AND FEES

3.1. The Client agrees a) to notify the Company immediately, of any offer of Engagement which it makes to the Applicant; b) to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and c) to pay the Company’s Fees within 14 days of the beginning of the Engagement.

- 3.2. No fee is incurred by the Client until the Applicant commences the Engagement, when the Company will render an invoice to the Client for its fees except in the case where the Client makes an offer of an Engagement to an Applicant and subsequently retracts the offer of such Engagement before the date on which the Applicant was due to commence the Engagement.
- 3.3. The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base unsecured lending rate from time to time of Barclays Bank plc. from the due date until the date of the actual payment.
- 3.4. The fee payable to the Company, by the Client for an Introduction resulting in an Engagement is calculated (in accordance with the accompanying Fee Structure) on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee (if applicable).

FEE STRUCTURE

10% (Ten Per Cent) of the Remuneration first 12 months.

4. GUARANTEES OF SATISFACTION

- 4.1. In order to qualify for the following guarantees, the Client must pay the Company's fees within 14 days of the date of the commencement of an Engagement and must notify the Company in writing of the termination of the Engagement within 14 days of its termination.
- 4.2. In the event of a Candidate leaving the Client's employment within 13 weeks of commencement for any reason other than redundancy, and providing the invoice has been paid in accordance with clause 4.1, we shall endeavour to seek one replacement at no extra cost to the Client. If we are unable to find a replacement, the fee will be rebated in accordance with the accompanying Scale of Rebates (see below).
- 4.3. Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable with no entitlement to the refund.

SCALE OF REBATES

Where the Applicant leaves during the first 13 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in Clause 4.

Week in which the applicant leaves	% of introduction fee refunded
Up to 2 weeks	100%
Up to 4 weeks	75%
Up to 8 weeks	50%
Up to 13 weeks	10%
13 weeks	no refund will be given

5. INTRODUCTIONS

- 5.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 24 months of the Introduction renders the Client liable to payment of the Company's fees as set out in 3.4 with no entitlement to any refund.
- 5.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Company, whether direct or indirect, within 24 months from the date of the Introduction.

5.3 In the event that any Employee of the Company with whom the Client has had personal dealings accepts an Engagement with the client within 12 months of leaving the Company's service, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.4.

6. SUITABILITY

The Company endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself to the suitability of the Applicant and shall take up any references provided by the Applicant and/or the Company before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of Applicants, and satisfying any medical and other requirements or qualifications required by the law of the country in which the Applicant is engaged to work.

7. LIABILITY

7.1. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

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

Please confirm receipt and acceptance of Terms of Business.

Company Name _____

Billing Address _____

Name of Signatory _____

Position in Company _____

Signature _____ **Date** _____ **200**__

Kindly Note: In some rare instances we may ask you for more details about your company so that we can carry out a credit reference report. If the agency we use for this purpose experiences any problems obtaining a satisfactory credit reference, and only in such an event, we may ask you to provide 2 satisfactory trade references and in such an event you agree to provide these to us. We reserve the right to withhold our agency services if your credit history cannot be referenced and if in our sole opinion, in proceeding to provide you with services we would be exposing ourselves to more risk than we would normally be prepared to accept.

Euroresource International Limited

www.euro-resource.co.uk | www.my-resource.co.uk | www.global-resource.org