



Terms and Conditions of Business

Retained Proposal Terms & Conditions of Business

1. Interpretation

In these Conditions, the following terms have the following meanings:-

- a) **Applicant:** a person whose personal details are registered on the database of the Company who may be suitable for Engagement with the Client or to whom the Client may wish to be introduced including any officer or employee of the Applicant if the Applicant is a limited company;
- b) **Client:** the person, firm or company to whom services are provided or an Applicant is directly or indirectly introduced by the Company together with a holding company or subsidiary of the Client (as defined in the Companies Act 1985) or an associated company of the Client (as defined in Section 416 of the Income and Corporation Taxes Act 1988);
- c) **Company:** Corporate Solutions is a trading name of Hill McGlynn & Associates Limited (company number 1275025) whose address for correspondence is Prospect House, Meridians Cross, Ocean Village, Southampton, SO14 3TJ;
- d) **Contract:** a contract between the Company and the Client for the supply of general recruitment services and the introduction of Applicants to the Client incorporating these Terms & Conditions of Business, any Special Conditions and the Fee Structure within the Retained Proposal;
- e) **Engagement:** means the employment, appointment, engagement or use under any agreement or arrangement for the provision of services of the Applicant to the Client or any third party on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis directly or indirectly through a limited company of which the Applicant is an officer or employee;
- f) **Introduction:** means the introduction of the Applicant to the Client by the Company as referred to in Condition 3(a);
- g) **Introduction Fee:** means the First Stage Fee payable by the Client to the Company upon acceptance of the Retained Proposal and the Final Stage Fee payable by the Client to the Company on the Engagement of an Applicant introduced by the Company to the Client, being a percentage of the Applicant's Remuneration (as defined within the Fee Structure of the Retained Proposal.);
- h) **Regulations:** the Conduct of Employment Agencies and Employment Business Regulations 2003;
- i) **Remuneration:** means:
 - (i) if the Applicant is Engaged by the Client under a contract of employment (whether on a temporary or fixed basis) the Applicant's estimated gross annual remuneration package, including, without limitation, all guaranteed and/or anticipated bonuses, site/mobility allowances, vehicle allowances, subsistence payments, profit shares, overseas weighting and other taxable emoluments payable or receivable by the Applicant for services rendered to or on behalf of the Client. In the event that a company vehicle is provided to the Applicant, a minimum sum of £5,000 will be added in respect thereof.
 - (ii) if the Applicant is Engaged by the Client on a self-employed basis, the estimated fees to be paid to the Applicant by the Client in respect of services to be rendered in the first year, excluding VAT;
- j) **Special Conditions:** all specific conditions relating to the Contract for the supply of services or introduction of Applicants to the Client and set out in the Company's written order acknowledgement, Retained Proposal or other written agreement between the parties.

2. The Contract

- a) The Contract shall be on these Conditions and those contained within the Retained Proposal to the exclusion of all other terms and conditions (including those of the Client), and the Contract forms the entire agreement between the parties superseding any previous terms and conditions of either party.
- b) In the event of a conflict between these Conditions and the Retained Proposal, the latter shall prevail.
- c) These Conditions are deemed to be accepted by the Client by virtue of instructing the Company, and Introduction to, or Engagement of, an Applicant or the passing of information about the Applicant to any third party following an Introduction.
- d) No variation to these Conditions shall be valid unless agreed between a director of the Company and the Client.
- e) The Client agrees to the Company advertising each vacancy which the Client issues to the Company unless the Client specifies otherwise in writing.

3. Introduction

- a) An Introduction of an Applicant to a Client shall be deemed to have been effected where:
 - i) the Company has confirmed the arrangement of an interview to take place between the Applicant and the Client (whether verbally or in writing); or
 - ii) the Client is passed a curriculum vitae, shortlist or other information which identifies the Applicant.
 - iii) the Company introduces any third party to the Client directly or indirectly with a view to the Engagement of such third party by the Client and in these circumstances, an Introduction Fee will be payable by the Client to the Company in respect of each offer of Engagement made within 12 months of any such Introduction which results in an Engagement by the Client.
- b) Irrespective of whether the Applicant was previously known to the Client or not, an Applicant shall be considered to have been introduced to the Client exclusively by the Company and any Engagement of the Applicant by the Client shall be deemed to have occurred solely as a consequence of that Introduction.
- c) In the event that the Client passes the details of any Applicant to a third party without first obtaining the Company's prior written consent in breach of Condition 7(e) below, and the third party subsequently engages the Applicant then, without prejudice to its other rights hereunder, the Company shall be entitled to levy the Final Stage Fee on the same terms as had the Applicant been engaged by the Client.
- d) Where the actual Remuneration is not known the Company will charge a fee based on the reasonable level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Company by the Client and/or comparable positions in the market generally.

4. Price

See fee structure on page 12 of proposal document

5. Non-Solicitation

- a) In the event that the Client, whether directly or indirectly engages or receives services from any member of staff of the Company (irrespective of whether such person has been involved in the supply of services to the Client) ("the Employee") on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis whether during the term of the Employee's employment with the Company or for a period of 6 months after termination of the Employee's contract of employment with the Company, an Introduction Fee will be payable by the Client to the Company calculated in accordance with the fee structure on page 11.
- b) The Client hereby agrees and acknowledges that any confidential information or knowledge obtained by the Employee during his/her employment with the Company is proprietary to the Company, may be protected under the Data Protection Act 1998 and therefore may not be used by the Client, or their associates for their benefit or financial gain. Further, the Client acknowledges that any such disclosure by the Employee could result in a breach of the Employee's contract of employment with the Company.

6. Client's Obligations to the Company

The Client agrees with the Company that it will:-

- a) Promptly notify the Company in writing:
 - When an offer of Engagement is made by the Client to an Applicant and provide full details of the Remuneration package
 - When an offer of Engagement is accepted by the Applicant and advise the Company of any subsequent amendments to the offer.
- b) Pay to the Company any fees and expenses as defined within the Fee Structure within 14 days of invoice date.
- c) Provide to the Company details of the identity of the Client, details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do, the location and hours of work, the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position, and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work, the minimum rate of remuneration, expenses and any other benefits that would be offered, the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.
- d) The Client shall satisfy itself as to the suitability of the Applicant and the Client shall for this purpose be responsible for obtaining references (including confirmation of any professional or academic qualifications), work permits or security clearances for the Applicant, and for any health, fitness or other tests required to be performed on the Applicant by the Client;
- e) Keep the Applicant's CV and any other personal information disclosed to the Client by the Company and pertaining to the Applicant strictly private and confidential and not to disclose it to any third party without first obtaining the written consent of the Company and in particular, not approach the Applicant's current employer until such time as any offer of Engagement made by the Client to the Applicant has been accepted in writing;
- f) Indemnify and keep the Company indemnified, both during the continuance of the Contract and after its termination, against all claims, losses, damages, costs and expenses howsoever arising that the Company suffers as a result of the introduction to or Engagement of the Applicant to the Client and/or in relation to any non-compliance and/or as a result of any breach of the Client's obligations contained in these Conditions.

7. No Warranty

- a) Although the Company will use reasonable endeavours to ensure the suitability of the Applicant, the Company gives no warranty whatsoever, whether express or implied, as to whether the attributes of the Applicant shall be suitable for the Client's requirements. The Client must rely on its own enquiries as to the suitability of the Applicant.
- b) The Company shall not be liable for any loss, liability, damage, costs, claims, compensation or expenses whether direct or indirect or consequential suffered or incurred by the Client arising from or connected with the services provided by the Company or from the introduction to or the Engagement of any Applicant by the Client or from the failure of the Company to introduce the Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. General Provisions

- a) For the purposes of the Regulations, the Company shall operate as an Employment Agency in relation to the Client (save to the extent that any temporary placement results from the Company's introduction(s) to the Client, in which case the Company shall act as an Employment Business).
- b) Any indulgence granted by the Company to the Client and any failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Client.
- c) The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Condition or of these Conditions. In the event that any of the Conditions shall be held invalid, illegal or unreasonable, such Condition shall apply with such modification or deletion as may be necessary to make it valid and effective.
- d) The Company may, without the consent of the Client, assign or sub-contract all or any of its rights and obligations under the Contract. The Contract is not assignable by the Client without the written consent of the Company.
- e) The Company and the Client do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- f) The interpretation and application of the Contract shall be in accordance with English Law and both parties hereby agree to the exclusive jurisdiction of the English Courts.

