

CLIENT SERVICES AGREEMENT

This Client Services Agreement ('CSA') must be read in conjunction with our detailed terms of business ('DTOB') from time to time, a copy of the current version is annexed to this CSA and is also available upon request.

We are Trade Alliance Recruitment Limited of Touchwood, Halse, Northants, NN13 6DY including, for the purposes of these Terms of Business, our branch offices and our subsidiary companies (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) (throughout 'we', 'us', 'our' and 'ours'). Please note our Privacy Notice at www.tradealliancerecruitment.co.uk

You are the recipient of this CSA and as such you and a Connected Person are our client for the purpose of these Terms of Business (throughout 'you', 'your' and 'yours').

ACCEPTANCE - Once you have received this CSA, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business which then, in consideration of the mutual benefits set out, apply.

The terms and conditions for our services are as follows:

1. The CSA and DTOB together comprise the agreement, terms and conditions (collectively 'Terms of Business') on which we provide our services. Other than those definitions set out herein, words that have specific definitions (usually denoted by upper case first letter) are contained in the DTOB.
2. Our primary function is to locate suitable candidates for you to employ generally or take on a fixed or temporary basis to meet your requirements. The Terms of Business set out the provisions relevant to all of our introduction and/or supply services regardless of the specific service you have requested for the time being. We will be happy to discuss an additional service at any time – this may be agreed on different terms.
3. We may appoint one or more account managers to act as our point of contact to liaise with you. Please refer any question concerning a Requirement or Candidate to an account manager.
4. Except where we have agreed a specific chargeable item, for example, an advertising campaign or a different service, we only charge fees where we introduce Candidates that you use or for Expenses agreed with you. Please note we are entitled to our Fee for an Introduction regardless of the role or tasks you use a Candidate for.
5. We rely on the information you give to us so that we can provide the best outcome for you. Accordingly, it is important that you give us all the information necessary for every placement and we will advise you on what we need from time to time. To avoid any misunderstanding, it is also important that you keep us promptly informed of your intentions in relation to Candidates We Introduce. For example, if you are already aware of a Candidate at the time we provide you with details of that Candidate you should let us know immediately and in any event within 3 working days of that time.
6. Candidates we supply on a temporary basis are engaged by us on a contract for services unless we inform you otherwise. As the Candidate's relationship is with us and you are not intended to be the Candidate's employer, you should refer any questions and relationship matters to us, not to the Candidate.
7. Our Fees depend on the type of service provided and are calculated using the Fee Scales overleaf. Except for Temporary Supply or where otherwise agreed, the Fees are calculated as a percentage of total Remuneration.
8. Fees for all Assignments (namely placements agreed by us in advance) are payable within 28 days from the date of our invoice, but for all other Engagements our Fees are payable within 14 days of the Engagement. We may charge a sum not exceeding £750 + VAT for our administration charge in recovering any sum overdue for more than one month.
9. You are ultimately responsible for ascertaining suitability and checking the Candidate's work and performance, and so, whilst we accept liability for our own negligence and where required by law, we do not accept liability for the work done by a Candidate in any circumstances. Our liability excludes indirect loss, is subject to a cap of £1m except where law requires otherwise, in the case of a Temporary Supply is limited to one month's Fee under the Assignment, and in the case of Temporary Placement is limited to our charge for one month.
10. If your employment of a Candidate ends within the stated period and all of the Rebate Conditions apply, we shall repay a proportion of the Fee ('Rebate') in accordance with the Rebate Scale overleaf. No Rebate is due if any condition is not met. You agree to promptly repay any Rebate which is either not properly due to you, or if you re-Engage the relevant Candidate within 12 months of the termination which entitled you to a Rebate.
11. Where we have made a Permanent Placement, we agree not to solicit or help the relevant Candidate to take up employment elsewhere for a period of at least 1 years except where the Service Conditions apply - see overleaf.
12. In the case of a Temporary Supply initially agreed to continue for more than one week, if you advise us on the first day that the Candidate is unsuitable we shall only charge you the Total Cost for the Candidate – see Fees 3.
13. If you are not satisfied with a Candidate we supply for an ongoing Requirement, you agree to give us reasonable time to find and supply a suitable alternative Candidate.
14. Wherever there is an increase in Remuneration within 12 months of commencement of a Permanent Placement, whether or not due to increased hours, we shall be entitled to raise a further invoice for our Fee reflecting the increase.

Rebate Conditions:

- (a) the arrangement is a Permanent Placement agreed with us, and
- (b) you have not previously used the Candidate in any capacity, whether working direct for you, by supply through us, or otherwise, and
- (c) the employment ends by reason of the fact that the Candidate is wholly unsuitable for the position taken up by the Candidate; for the avoidance of doubt in a redundancy situation a Candidate will not be considered wholly unsuitable for the position, and
- (d) you have provided us with full and correct information as to the position sought to be filled in accordance with clause 2.1 of the DTOB in relation to the Candidate, and the position is as described, and
- (e) you have first paid the relevant Fees within the Payment Terms, and
- (f) you have notified us in writing of the fact, and date, of termination no later than 3 working days after the earlier of the date of notice of termination given by either party or the date the employment ends, and
- (g) your notification under (f) contains confirmation that you wish us to seek an alternative candidate
- (h) you allow us in good faith to introduce an alternative Candidate within 28 days of your notification under (f)

Rebate Scale – for Permanent Placements only

<u>Proportion of Fee</u>	<u>Week in which employment ends</u>
(a) 100%	1-2
(b) 75%	3-6
(c) 50%	7-10

Example: the rebate under (a) means that 100% of the Fee will be repaid if employment ends during the first two weeks.

Service Conditions apply in the following circumstances

- (a) you are in breach of these Terms of Business, or
- (b) termination of employment by either party for any reason, the embargo ceasing upon the giving of the notice, or
- (c) you have not provided us with full and correct information as to the position sought to be filled in accordance with clause 2.1 of the DTOB, or
- (d) you consent to the provision by us of further work finding services to the Candidate.

FEE SCALES

Fees 1 – Fee Scale for Permanent Placements and Engagements except where otherwise specified

Our Fee for a Candidate in a Permanent Placement is 20% (per cent) of the total gross salary offered unless otherwise agreed in writing by one of Trade Alliance Recruitment Limited consultants. Our payment terms for these fees are 14 days from the date of the invoice. Note our Fee is subject to a minimum charge of £2500

Fees 2 – Fees for a Temporary Placement where you pay the Candidate

20% (per cent) of the sum that you pay to the Candidate for the period of hire as specified by us for each hire.

Fees 3 – Fees for a Temporary Supply of a Candidate

Where we supply the Candidate, our Fee is calculated on time spent at the rate specified and agreed by us for the Assignment from time to time. Our Fee is based upon the total of the cost to us of supplying the Candidate whether calculated with reference to a Candidate or all or part of our business (including statutory payments we make to or relating to the Candidate) ('Total Cost') plus our charge ('Charge') which, unless otherwise agreed in writing, shall be calculated as a percentage of Total Cost. Note: Fees may increase if necessary, costs increase.

Fees 4 – Transfer Fee for all Engagements following our supply of the Candidate

The higher of 25% of Remuneration, or a fee charged on Fees 1, chargeable if there is an Engagement within the relevant Transfer Period of a Candidate we have supplied.

In certain circumstances instead of paying us a Transfer Fee you may have an option to take the supply of the Candidate through us. Please see sections 7 and 8 of the DTOB. Subject thereto a Fee based on Fees 1 is payable in the case of an Engagement of a Candidate we have Introduced, but not actually supplied, for any purpose.