

## **CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT STAFF**

### **1. DEFINITIONS**

1.1 In these Terms of Business the following definitions apply:

- “Applicant”** means the person introduced by Eximius Group or any associated company to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of Eximius Group and any associated companies 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 which the Applicant is introduced;
- “Eximius Group”** means Eximius Group Limited of 60 Cannon Street, London, EC4N 6NP and any associated company or group brand (e.g. Eximius Finance, Eximius Technical, Eximius Law, Eximius IT, Eximius Operations, Eximius Front Office, Eximius Social Care and Eximius Education).
- “Engagement”** means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee;
- “Introduction”** means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
- “Remuneration”** includes base salary or fees, guaranteed and/or anticipate 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. Where the Client provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate Eximius Groups fee.

1.2 Unless the context requires otherwise, references to the singular include the plural 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 constitute the contract between Eximius Group and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant, or the passing of any information about the Applicant to any third party following an Introduction.

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Eximius, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Eximius Group and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

## **3 NOTIFICATION AND FEES**

3.1 The client agrees:

3.1.1 To notify Eximius Group immediately of any offer of an Engagement which it makes to the Applicant;

3.1.2 To notify Eximius Group immediately that its offer of an Engagement to Applicant has been accepted and to provide details of the Remuneration to Eximius Group; and

3.1.3 To pay Eximius Group's fee within 14 days of the date of invoice.

3.2 The fee payable to Eximius Group by the Client for an Introduction resulting in an Engagement is the amount equal to 30% of the Remuneration applicable during the first 12 months of the Engagement for Remuneration up to £59,999 and 35% of the Remuneration supplied during the first twelve months of employment if Remuneration is over £60,000. VAT will be charged on the fee if applicable.

3.3 For assignment work – The fee shall be payable in the following instalments:

3.3.1 33% of the fee upon acceptance of Client's instructions, payable within 14 days of invoice;

- 3.3.2** 33 % of the fee upon delivery by the Company of a short-list of candidates, payable within 14 days of invoice; and
- 3.3.3** The completion fee upon the Applicant's acceptance of the offer of Engagement payable within 14 days of invoice.
- 3.3.4** Where the precise Remuneration is not known in advance, the Remuneration will be estimated for the purposes of the first two instalments of the fee. The completion fee will be based on the actual Remuneration and any necessary adjustment will be made. No entitlement to refunds of any invoiced instalments arises, where the Client decides not to proceed with the assignment or appointment of the Applicant.

**3.4** In the event that the Engagement is for a fixed term of between 6 and 12 months, the fee in clause 3.2 will apply pro-rata. If the Engagement is for a fixed term of less than 6 calendar months the Engagement fee for Remuneration up to £59,999 will be 35% and 40% if Remuneration is over £60,000. If the engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or 12 months fee if there is no end date.

**3.5** If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.2 above becomes payable.

**3.6** Eximius Group reserves the right to charge interest on invoiced amount unpaid for more than 14 days at the rate of 8% per annum above the base rate from time to time of Lloyds TSB Plc from the due date until the date of payment.

**3.7** Except in the circumstances set out in clause 3.3 or 5.1 below, no fee is incurred by the Client until the Applicant accepts the offer of the Engagement whether such an offer shall be conditional or not when Eximius Group will render an invoice to the Client for its fees.

#### **4 REFUNDS**

**4.1** No refund will be given for fixed term engagements, which terminate early under any circumstances.

**4.2** If an engagement terminates within a set time period (see time periods below) of the date the applicant commences work and provided;

- 4.2.1** The client notifies Eximius Group in writing of the termination of engagement within seven days of such termination; and

- 4.2.2** The client or its subsidiary or associated company shall not re-engage the applicant within twelve months from the date of such termination; and
- 4.2.3** The termination is not due to redundancy or the liquidation, bankruptcy, dissolution or amalgamation or reorganisation of the employer or change of job specification;
- 4.2.4** All monies due from the client have been paid in accordance with these terms and conditions;

If engagement terminates within 4 weeks of the date the applicant commences work then Eximius Group will provide free replacement and if Eximius Group is not able to provide one within a 10 week exclusive period, the client will receive 75% refund of the completion fee in the case of a retained assignment or 50% of the introduction fee in the case of contingent search. If engagement terminates within 8 weeks of the date the applicant commences work then Eximius Group will provide free replacement and if Eximius Group is not able to provide one within a 10 week exclusive period, the client will receive 50% refund of the completion fee in the case of a retained assignment or 25% of the introduction fee in the case of contingent search.

## **5 CANCELLATION FEE**

- 5.1** If the client has agreed to any marketing expenditure and the assignment is cancelled by the client, or the client for any reason materially alters (in the reasonable opinion of Eximius Group) its requirements submitted to Eximius Group, the client will pay all marketing and other costs incurred by Eximius Group.

## **6 INTRODUCTIONS**

- 6.1** Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Eximius Group which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Eximius Groups fee as set out in clause 3.2 with no entitlement to any refund.
- 6.2** An introduction fee calculated in accordance with clause 3.2 will be charge in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through Eximius Group, whether direct or indirect, within 6 months from the date of Eximius Group Introduction.
- 6.3** Where the amount of the actual Remuneration is not known, Eximius Group will charge a fee calculated in accordance with clause 3.2 on the minimum level of remuneration applicable fore the position in which the Applicant has been engaged with regard to any information supplied to Eximius Group by the Client and/or comparable positions in the market generally for such positions.

**6.4** In the event that any employee of Eximius Group with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving Eximius Group's employment, the Client shall be liable to pay an introduction fee to Eximius Group in accordance with clause 3.2.

## **7 SUITABILITY AND REFERENCES**

**7.1** Eximius Group endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professionals body; and that the Applicant is willing to work in the position which the Client seeks to fill.

**7.2** At the same time as proposing an Applicant to the Client, Eximius Group shall inform the Client of such matters in clause 7.1 for which they have obtained confirmation. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the three business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

**7.3** Eximius Group endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirement imposed by law or any professional body to enable the Applicant to work in the position that the Client seeks to fill .

**7.4** Eximius Group endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interest of either the Client or the Applicant for the Applicant to work in the position that the Client seeks to fill.

**7.5** Notwithstanding clauses 7.1,7.2,7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or Eximius Group before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examination and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

**7.6** To enable Eximius Group to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to Eximius Group 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 professionals body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client shall provide details of the date the Client requires the Applicant to

commence; the duration of 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

## **8 SPECIAL SITUATIONS**

**8.1** Where the Applicant is required by law, or any professionals body to have any qualifications or authorisations to work in the position which the Client seeks to fill, Eximius Group will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. Eximius Group is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## **9 LIABILITY**

**9.1** Eximius Group 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 Eximius Group seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Eximius Group to introduce any Applicant. For the avoidance of doubt, Eximius Group does not exclude liability for death or personal injury arising from its own negligence.

## **10 DISCRIMINATION**

**10.1** Eximius Group endeavours to comply with all legislation prohibiting discrimination on the ground of race, sex, disability, age, sexual orientation, religious belief or otherwise. Eximius Group reserves the right not to accept from the Client any instructions which could result in unlawful discrimination against an Applicant.

## **11 LAW**

**11.1** These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

## **12 ACCEPTANCE OF TERMS**

**12.1** Unless other terms have been specifically agreed and signed by Eximius Group and the Client, the Client shall be deemed to have accepted and be bound by these terms and conditions.



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Signed for and on behalf of the Client

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Name

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Position

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Company

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Dated