



TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF PERMANENT STAFF

1. TERMS OF BUSINESS

These Terms & Conditions of Business are between **Intelligent Placements** (hereinafter called IP) and XXX (hereinafter called the Client) and are deemed to be accepted by the Client by virtue of an interview of the engagement (which term includes employment or use, whether under a contract of service or for services, or where an applicant is retained by the client in a personal or corporate capacity as agent or distributor for the Client) of an applicant howsoever, introduced by IP within 1 period of 12 months from the date of introduction.

- i) The Client agrees to notify IP immediately an applicant is accepted and to supply copies of all letters of offer to any applicant introduced to the Client by IP.
- ii) The word 'Introduction' means, for the avoidance of doubt, the presentation of an applicant by IP to the Client for 'Engagement' (as defined above). This applies whether or not the Client knew of such an applicant previously or the Client knew the applicant prior to introduction.
- iii) All accounts and charges are payable within 28 days, on receipt of invoice and payment should be made to Intelligent Performance Ltd, 8 Lloyds Court, Manor Royal, Crawley, West Sussex, RH10 9QW
- iv) IP reserve the right that in the event that any one or more invoices remain unpaid longer than 28 days from date of issue, interest at prescribed rate will be payable by the client on all invoices outstanding or subsequently issued without concession from their respective dates until paid in full.

2. FEE STRUCTURE BASED ON TAXABLE SALARY (GROSS)

- i) All positions to be charged at 15% of gross taxable basic salary.
- ii) All training and conversion courses form part of our rebate period.
- iii) Invoices are raised on the candidates start date and are due for payment within 28 days. Failure to do so will make the Rebate Period null and void. Any interest and legal costs incurred will also be payable by you.
- iv) In the event of a candidate having been offered a position as a direct result of an introduction from IP, it is accepted that if he subsequently introduces agents or otherwise direct from his organization, those introductions will become liable to our charges as described within.

REBATE PERIOD

1-4 th week of employment	100%
5 th week of employment	75%
6 th week of employment	50%
7 th week of employment	25%
8 th week of employment	No Refund

- v) The Client is responsible for the taking up of references as to the candidate's qualifications, capabilities, integrity, medical history and suitability to meet the job order. It is also the Clients Responsibilities to obtain a work permit for the candidate wherever necessary.
- vi) IP can accept no liability whatsoever on behalf of Clients, their servants or agents for any loss, damage, costs or expenses however caused which the Client may suffer or for which the Client may become liable rising out of or in connection with, or as a result of introduction to the Client or the engagement by the Client of a candidate.
- vii) In the event of a candidate leaving within the rebate period as a result of the package changing, redundancy, or the Client failing to satisfy the offer of contract no rebate period shall apply whatsoever. The invoice remains fully payable.

3. ADVERTISED ASSIGNMENT

Placement fees and Terms of Business for advertised assignments may be varied subject to the Clients particular brief. Any difference to the general fee scheduled and Terms of Business as described will be agreed with the Client in writing prior to the commencement of the assignment. The Client is responsible for payment of all advertising costs at the agreed rate. And assignment expenses directly connected with the exercise will be passed on at cost.



4. **AMENDMENTS**

These Terms and Conditions can only be amended with prior written consent. Amendments can only be valid if agreed in writing.

Acknowledged on behalf of Customer

Date

Name & Position

Signed
