

PERMANENT RECRUITMENT - STANDARD TERMS AND CONDITIONS OF BUSINESS

Recruitment services performed by Gresham Computer Personnel or any of its associates ("Gresham"), whereby applicants for employment ("Applicants") are introduced to Clients ("Client"), shall be subject to the following terms and conditions:

1. DEFINITIONS

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

"Applicant"	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency'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 which the Applicant is introduced;
"Agency"	means Gresham Computer Personnel of 28 Queen Street, London, EC4R 1BB;
"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 anticipated 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.

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

2. FEES

- (a) The Client shall pay a recruitment fee to Gresham whenever an Applicant who has been introduced to the Client by Gresham commences employment with the Client.
 - (b) A recruitment fee shall also be payable by the Client for any staff, contractor or agent of Gresham who is employed by the Client following a direct or indirect introduction by Gresham.
 - (c) Introductions by Gresham are confidential and a fee shall be payable by the Client for any employment by a third party of an Applicant introduced to the Client by Gresham, where the Client has disclosed particulars of such Applicant to the third party.
 - (d) An introduction shall be deemed to have taken place following confirmation by Gresham of arrangements for the Client to interview the Applicant, such arrangements having been made at the request of the Client. A recruitment fee shall remain due for any employment of the Applicant by the Client within twelve (12) months of such introduction.
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- (e) The Client shall notify Gresham immediately of the acceptance by an Applicant of any offer of employment, whether under a service contract or for services, made by the Client.
- (f) The recruitment fee shall be calculated on a sliding scale in accordance with the Applicants guaranteed income for the first year of employment, unless agreed otherwise prior to commencement, as follows:
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|--------------------|-------------------------|----------------|
| £0 - £29,999 = 20% | £30,000 - £39,999 = 25% | £40,000+ = 30% |
|--------------------|-------------------------|----------------|
- (g) Gresham's invoice in respect of any recruitment fee shall be dated with the date of the first day of the employment, and invoices shall be due and payable within thirty (30) days of such date.

3. REFUND OF FEES

- (a) If a recruitment fee has been paid to Gresham pursuant to the employment of an Applicant, and if the Client terminates the employment of the Applicant within the first ten (10) weeks of such employment for reasons of poor performance or gross misconduct, the termination date being taken as the actual date of departure in the event of no notice being given or, the final day of notice period (or the notice period indicated by the extent of ex-gratia payment made),

Gresham may EITHER:

make a refund to the Client in proportion to the number of weeks (part weeks to be considered full weeks) between the dates of employment and termination, as follows:

Week 1- 90%	Weeks 2 to 3 - 80%	Weeks 4 to 6 - 50%
Weeks 7 to 8 - 20%,	Weeks 9 to 10 - 10%	

OR:

use it's best endeavours to find suitable replacement staff, in which case Gresham's right to any further recruitment fee shall be waived, such option to be at the discretion of the Client.

- (b) This Clause 3 shall be void and of no effect if the Client has failed to observe Gresham's payment terms as set out in Clause 1(g) here of.

4. WARRANTY AND LIABILITY

Gresham warrants only that it has taken reasonable measures to ensure that statements and claims made by applicants are reasonable and accurate, and no references are taken up by Gresham for applicants for permanent employment unless contracted to do so by the Client. It is the Client's responsibility to ensure the accuracy of the details supplied by applicants, by interviewing and by taking up references. Gresham accepts no liability for any losses whether direct or indirect, resulting from information supplied by the Applicant to Gresham and subsequently supplied in good faith by Gresham to the Client.

5. VARIATION OF TERMS

Any variation of or change to the terms herein shall be valid only if expressed in writing signed by an authorised employee of Gresham.

6. LAW

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

7. DATE OF AGREEMENT

These Terms and Conditions are dated as at 11th September 2008 and supersede all Gresham's previous Terms and Conditions for Permanent Recruitment.

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