



IBANHEADS LTD - TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

Ibanheads Ltd agree to provide you with Recruitment consultancy services as specified in the attached proposal document. This agreement shall be construed in accordance with English Law and the English courts have exclusive jurisdiction. The services will be delivered according to the following terms and conditions:

The registered company address for Ibanheads Ltd is Brownlow Cottage, Welshampton, Shropshire, SY12 0PH, England.

Catherine Turner is the owner of Ibanheads Limited. Contact can be made via kate.ibanheads@gmail.com or 07795116121

1. Definitions

In these terms and conditions the following definitions apply.

“Headhunter”: means Ibanheads Ltd

“The Client”: means the person, firm or corporate body to whom the Applicant is introduced.

“The Applicant”: means the person introduced by the Employment Agency to the Client for an Engagement.

“Engagement”: means the appointment of the Applicant to perform services for or on behalf of the Client whether under a contract of services or for services.

“Remuneration”: means the total taxable emolument payable or receivable by the Applicant to the Engagement.

2. The Contract

a) These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview with or the Engagement of an applicant introduced by Kate Turner MREC.

b) No variation or alteration to these Terms and Conditions shall be valid unless approved in writing by the Headhunter.

3. Notification & Fees

a) In the event that the Engagement is accepted by the Applicant the Client shall notify the Headhunter immediately and provide details of the Remuneration.

b) The Client shall pay the Headhunters fee for the introduction of the Applicant within 14 days of date of invoice. The fee payable by the Client is calculated in accordance to the Remuneration payable to or receivable by the Applicant during the first calendar year of the Engagement. All fees are subject to the addition of VAT.

4. Indirect Introductions

The Client shall be liable to pay the Headhunters fee in accordance with Clause 3b if it engages the Applicant or if it refers the Applicant to any third party and that third party engages the Applicant within 6 months of the initial introduction; or in any event where an engagement results directly or indirectly from the introduction made by the Headhunter. The Replacement and Refund Guarantee shall not apply in these cases.

5. Replacement & Refund Guarantee

- a) If the Client pays the Headhunters fees within the periods prescribed in the accompanying Replacement and Refund Guarantee and the Engagement terminates within the specified periods and written notification of termination is received within 14 days the Client will be entitled either to a Replacement Applicant or Refund in accordance with the provisions of the Guarantee.
- b) In the event that the original Applicant is subsequently re-engaged by the Client, its subsidiary or associated companies or any third party introduced by the Client within the period of three months from the date of termination of the Headhunters fee calculated in accordance with Clause 3b and shall not be entitled to the Replacement and Refund Guarantee.

6. Suitability

The Headhunter endeavours to ensure the suitability of the Applicant. Notwithstanding this the Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Applicant and is responsible for taking up any references provided by the Applicant and/or the Headhunter before engaging the Applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the Applicant, and satisfying any medical and other requirements or qualifications required by law.

7. Liability

Headhunter shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the introduction or Engagement of any Applicant or from the failure of the Headhunter to introduce an Applicant.

Fees For the introduction of permanent staff

Total Remuneration inc. all taxable emoluments per annum:-

| | |
|--------------|-----|
| All Salaries | 20% |
|--------------|-----|

Refund Guarantee

The Headhunter offers Clients a Refund Guarantee if the Engagement terminates prematurely

If the Engagement terminates at any time within 8 weeks we will provide a refund in accordance with the scale below provided that:

- Payment is received within the terms of payment
- That the Client notifies Recruitment Prospects within 14 days of the date of termination.

| For Engagements terminating during or at the end of: | Refund |
|--|--------|
| Weeks 1 and 2 | 100% |
| Weeks 3 thru 5 | 50% |
| Weeks 6 thru 8 | 30% |

NOTE: If payment is not received within the terms of payment the Refund Guarantee shall not apply.

8. Data Protection notices to partnership and sole trader debtors:-

To partnership and sole trader debtors

The Headhunter may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes:-

- Obtaining credit insurance
- Making credit reference agency searches
- Credit control
- Assessment and analysis (including credit scoring, market, product and statistical analysis)
- Securitisation
- Protecting our interests

The Headhunter will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.