



TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF CONTRACT STAFF

Fees are expressed as a percentage of the Remuneration (as defined below) and shall be calculated by reference to the aggregate amount of the Remuneration (pro rata if required) and the relevant percentage.

Remuneration up to £24,999	25%
Remuneration from £25,000 - £34,999	27%
Remuneration from £35,000	30%

1. In these Terms:-

"Candidate" means the individual introduced to the Client by the Consultancy;

"Consultancy" means Upstream Resourcing Ltd, whose registered office is at Grove House, 1 Grove Place, Bedford MK40 3JJ;

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Candidate is introduced;

"Contingent Introduction" means the introduction of a Candidate to the Client by the Consultancy where the Fee is payable only upon the Candidate's acceptance of the Client's offer of an Engagement. No prior specific instruction from the Client is required to effect a Contingent Introduction;

"Engagement" means the engagement, employment or use of the Candidate by the Client, whether under a contract of service or for services, partnership or otherwise;

"Fee" means the percentage of the Remuneration set out above (or agreed fixed amount), which is payable by the Client to the Consultancy for the introduction of the Candidate in accordance with Clause 3;

"Introduction" means the Client's interview of a Candidate in person or by telephone following the Client's instruction to the Consultancy to fill a vacancy or the passing to the Client of a curriculum vitae or other information which identifies the Candidate, and which leads to an Engagement of that Candidate by the Client.

"Remuneration" means the aggregate gross annual taxable emoluments payable to or receivable by the Candidate pursuant to the Engagement, including salary, bonuses, profit share, commission, pension, allowances, profit related pay and any signing-on payment or equivalent (contractual or otherwise and whether guaranteed or not) paid to the Candidate during the first year of the Engagement or attributable to such period and paid subsequently. The value of payment of pension contributions (whether to the Client's or Candidate's own scheme) shall be calculated as the higher of the actual value of the contributions or £2,000 per annum. Bonus/profit share that is not guaranteed will be determined on the projected values. Any car, housing and/or relocation allowance shall be treated as part of the Candidate's taxable emoluments. The value of the provision of a company car shall be calculated as the higher of either the taxable benefit of the car provided or the figure of £4,000 per annum and provision of housing, accommodation and/or relocation allowance shall be calculated as the higher of either the value of the benefit or £2,000 per annum.

Where the salary or any other element of the package offered to the Candidate is expressed to be net (i.e. after deductions) then, for the purposes of calculating the Remuneration, this will be grossed up to reflect the value prior to tax or other deductions, by a percentage agreed between the Consultancy and the Client, or failing agreement, by a factor of 66%;

2. (a) These terms regulate the basis upon which Introductions are effected by the Consultancy and are deemed to be accepted by the Client upon the Client's request for details of Candidates or interview with Candidates (whether by telephone or in person).

(b) For the avoidance of doubt, Candidates become the employees of the Client during the term of the Engagement and the Client assumes all responsibility for the Candidate including, without limitation, the direct payment to the Candidate of all Remuneration.

3. The Fees shall be payable as follows:

(a) Contingent Introduction

100% upon the Candidate's acceptance of the Client's offer of an Engagement, payable within 7 days of the invoice date. The Consultancy may, at its discretion, delay rendering its invoice until the date of commencement of the Engagement.

(b) Where no set Remuneration has been agreed or an amount is not readily ascertainable, the Fee will be calculated based either on the Candidate's last Remuneration (if data is available for the preceding 12 months) or, where no figures are available, a set Fee of £10,000 will be payable.

(c) There is a minimum Fee of £3,000.

(d) The Fees will be invoiced, and will be payable, in Sterling. Where the Remuneration is expressed in a different currency, the Fee will be based on the Sterling equivalent, calculated according to the mid-point price for such currencies published in the Financial Times on the date of the relevant invoice.



4. (a) The Client will be liable to pay a fee in respect of any Candidate engaged by the Client as a consequence of or resulting from an Introduction by or through the Consultancy, whether direct or indirect, during the preceding 12 month period.
- (b) All Introductions are confidential. The passing of an Introduction by the Client to a third party which results in an Engagement of the Candidate by that third party within 12 months of the date of the Introduction will result in a fee being due from the Client in respect of that Candidate.
- (c) The fee referred to in sub-clauses (a) and (b) above shall be calculated in accordance with these terms.
- (d) In the event that an Engagement contract is renewed or extended after its initial term, further fees will be payable in accordance with the above fee structure until such time as such contract ceases or is confirmed as a permanent position. In the latter case, a permanent fee will be payable and will be calculated based upon one year's Remuneration and the applicable percentage.
5. In the event that an Engagement contract is terminated, either by the Client or the Candidate, for any reason, prior to the end of the contract no rebate of any fee amount is payable by the Consultancy nor shall the Consultancy be under any obligation to offer a replacement.
6. If the Consultancy provides an advertising service to the Client, the Client will be liable to pay, within 7 days of invoice date, costs in respect of artwork, production and media buying including internet advertising. An advertisement may only be cancelled on sufficient notice to enable the Consultancy or its advertising agency to withdraw the advertisement.
7. Agreed expenses such as research, travelling expenses, interview expenses and other exceptional expenses shall be invoiced in addition to the Fee and will be payable within 7 days of invoice.
8. The Consultancy shall endeavour to ensure the suitability of a Candidate and to maintain a high standard of service and integrity but gives no warranty as to such suitability. The Client shall take such steps as it deems necessary to satisfy itself of the suitability of the Candidate and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) and for arranging all medical examinations and investigations of the Candidate and for obtaining any work or other permits. Clients should familiarize themselves with all relevant legislation regarding employment of Candidates, as the Consultancy cannot accept responsibility for any loss or expense incurred due to any such legislation or as a result of any infringement.
9. The Consultancy shall not be liable to the Client for any loss, liability, damages, costs, claims or expenses suffered or incurred by the Client as a result of the negligence, dishonesty or misconduct of the Candidate or arising from, or connected with, the Engagement of a Candidate or the failure to introduce a suitable Candidate.
10. Failure to pay any amount due within the time stated for payment will entitle the Consultancy to charge interest at 4% per annum above LIBOR or any rate that may succeed or replace LIBOR until the date of payment. The Consultancy may assign to a third party the right to render invoices and receive payment.
11. No variation to these terms can be made without the written consent of a director of the Consultancy.
12. All invoices are subject to Value Added Tax, where applicable.
13. These terms of business are governed by English law and all disputes arising from these terms shall be subject to the exclusive jurisdiction of the English Courts.