

General Terms

1. These terms and conditions govern the provision of Wenham Carter's recruitment services to any client ("Client") and shall apply to the introduction of applicants for a Permanent Requirement and for a Contract Requirement (defined below and together referred to as a "Requirement") (Terms). Provided Wenham Carter has sent, transmitted, or otherwise communicated the Terms to the Client, these Terms shall be deemed to have been accepted by the Client upon (a) the Client requesting Wenham Carter to perform recruitment services or otherwise request the introduction of an applicant for a Requirement (b) the introduction of an applicant by Wenham Carter for a Requirement, (c) the Client's subsequent use of any information provided by Wenham Carter in respect of an applicant introduced for a Requirement (c) the engagement of an applicant (whether directly or indirectly through a third party) or (d) the Client's passing of any information about the applicant to any third party following an introduction, whichever event occurs the earlier.

2. Wenham Carter will assume that any person who requests the recruitment services of Wenham Carter has authority to do so on behalf of the Client.

3. For the purposes of these Terms:

"Applicant" means an individual and/or any other person (e.g. legal entity, partnership, firm, sole trader) whom Wenham Carter has identified as a suitable and potential candidate for a Requirement.

"Considered" means the applicant has either (i) introduced himself or herself for the same Requirement as a direct consequence of the Requirement being advertised in the public domain (prior to the applicant being informed of the Requirement by Wenham Carter) and the Client has already been in contact with or progressed arrangements with the applicant to discuss his/her application or (ii) been introduced by a third party with authority to represent the applicant for the same Requirement and the Client has already contacted the third party to discuss the applicant's suitability for the Requirement.

"Introduction" means the passing of any information relating to an applicant to the Client for a Requirement, and which includes the applicant's personal details, CV, profile, contact details or any other information which identifies the applicant to the Client or which allows identification of the applicant by the Client through cross referencing such information with information held by the Client, or information held in the public domain or information obtained through third party resources; introduced and introduce shall be interpreted accordingly.

"Engagement" means the engagement, employment or use of an applicant, whether under a contract of service, contract for services, agency, license, franchise, partnership agreement, or in any other capacity, whether directly or indirectly through a third person or other legal entity; engages and engaged shall be interpreted accordingly.

"Contract Requirement" means a temporary or contract vacancy or role of the Client or of any associated, subsidiary or holding company of the Client to be construed in accordance with the Companies Act 2006 ("Client Member").

"Fee" means either a Placement Fee or Transfer Fee as applicable.

"Permanent Requirement" means a permanent or fixed term permanent vacancy or role of the Client or any Client Member.

"Total remuneration" means salary and any bonus or commission payments, car or car allowance, housing allowance, relocation contributions, together with any additional salary, company pension contribution, paid expense or any taxable benefits. The provision of a motor car will be valued at £6,000, the taxable benefit or car allowance, whichever is the greater. The Client undertakes to inform Wenham Carter in writing of the terms of employment and to provide such information that may be necessary to calculate Placement Fees payable. If for any reason the total remuneration in the first year of employment cannot be agreed Wenham Carter reserves the right to calculate its Placement Fee on its own projection of total remuneration based upon market rates for the role concerned.

4. If the Client engages any applicant within 12 months of the introduction of the applicant by Wenham Carter (irrespective of whether the Client engages the applicant in the same role as set out in the Requirement for which the applicant was introduced or in a different role), the Client shall be liable to pay a Fee to Wenham Carter in accordance with these Terms.

5. If, upon an introduction by Wenham Carter, the Client believes the applicant has been considered by the Client for the same Requirement that the applicant was introduced for by Wenham Carter (whether directly or indirectly through a third party) prior to the introduction by Wenham Carter, the Client shall notify Wenham Carter in writing within 36 hours of the introduction of the applicant, and the Client shall at the same time provide evidence that the applicant has been considered. If the Client fails to notify the Recruitment Consultancy within the timeframe specified, and/or fails to provide evidence that the applicant has been considered, and/or such

previous introduction was for a different Requirement the Client shall be liable to pay a Placement Fee or Transfer Fee upon the applicant's Engagement. For the avoidance of doubt, this provision only applies to Requirements which are not classified or agreed as retained projects with the Client, for which all applicants (whether or not considered by the client prior to any retained project) will be deemed introduced by Wenham Carter and will attract a retained placement fee, as agreed with the Client under agreed terms for a retained assignment.

6. Should the Client wish to engage an applicant for a Contract Requirement, the Specific Terms for Contract Requirements below shall apply and should the Client wish to engage an applicant for a Permanent Requirement, the Specific Terms for Permanent Requirements below shall apply.

7. With respect to engagements for a Contract Requirement, the Client accepts that it will be required to enter into a contract detailing the particular obligations of the Contract Requirement and any other terms relevant to the Contract Requirement which shall be issued by Wenham Carter in its standard format. No other terms and conditions other than these Terms and Wenham Carter's contract shall govern the Contract Requirement.

8. Wenham Carter shall act as an employment agency, for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) ("Conduct Regulations") in the introduction of applicants for Permanent Requirements, and shall act as an employment business, for the purposes of the Conduct Regulations, in the introduction of applicants for Contract Requirements.

Specific Terms – Introductions for Permanent Requirements

9. The Client must immediately notify Wenham Carter of the engagement of an applicant by the Client or any Client Member together with details of the remuneration agreed to be paid, whereupon a placement fee as set out in clause 13 hereof shall be payable in respect of such engagement ("Placement Fee").

10. Introductions of applicants by Wenham Carter to the Client are confidential. Accordingly a breach of confidentiality or a transfer of an introduction by the Client to another employer which results in either a permanent or a temporary engagement of an applicant by another party renders the Client liable to pay Wenham Carter a Placement Fee.

11. Wenham Carter makes every reasonable effort to ensure the suitability of an applicant to the Permanent Requirement for which the applicant is to be introduced to the Client but the Client must ultimately satisfy itself as to the suitability of the applicant for engagement into the Permanent Requirement or any other role. The Client is responsible for the taking up of references in respect of the applicant's qualifications, medical history, ability and suitability and for undertaking any assessment of the skills, technical expertise, and experience of any applicant before extending an offer for a Requirement to the applicant. It is also the responsibility of the Client to obtain a work permit or any other permits wherever necessary. Wenham Carter gives no representation or warranty that any applicant is or will be available to accept any engagement.

12. Wenham Carter shall not be liable under any circumstances for any loss, damage, cost or expense suffered or incurred by the Client arising in any way directly or indirectly from an introduction of or engagement of an applicant. The Client is strongly advised to obtain its own insurance against such matters. No warranties or representations, implied, statutory or otherwise are given by Wenham Carter to the Client. To the extent that any liability of Wenham Carter cannot be excluded in law, but may be limited in law, any such liability shall be capped to the sum of the Placement Fees paid to the Client during the preceding 6 month period subject to a minimum cap of £20,000.

13. The Placement Fee payable by the Client in accordance with the provisions hereof on the engagement of an applicant into a Permanent Requirement shall be calculated as 33% (plus VAT thereon) of total guaranteed remuneration in the first year of employment payable by the Client to the applicant as follows, subject to a minimum fee of £5,000 before VAT irrespective of the total remuneration.

14. Should the Client or any Client Member seek to engage an applicant for a Contract Requirement following an introduction made by Wenham Carter for a Permanent Requirement the Client shall be liable to pay a Placement Fee calculated in accordance with clause 12 except that total remuneration for the purpose of calculating the Placement Fee shall be the total gross annualised fees payable by the Client or Client Member to the applicant for the Contract Requirement entered into.

15. The Placement Fee shall be paid by the Client within 14 days of the commencement date of the engagement of an applicant (whereby a formal employment offer has been accepted in writing by an applicant) or within 14 days of the date of the invoice, whichever occurs later. The Client shall bear any legal and a recovery cost incurred by Wenham Carter if an invoice is unpaid within 14 days. No variation of the payment terms shall be valid or binding unless expressly agreed in writing by a director of Wenham Carter. Should Wenham Carter agree to vary such payment terms, it reserves the right to revert back to its standard payment terms herein should any invoice remain unpaid by the due date in respect of any Requirement at any time.

16. To the extent that any proposed Placement Fee is calculated against projected

remuneration, if the actual remuneration in the first year of employment is materially different from the projected remuneration used in calculating the Placement Fee, Wenham Carter reserves the right to charge an additional Placement Fee based upon the actual remuneration and the Client shall provide such information as Wenham Carter requires to calculate the additional Placement Fee.

17. If the Client agrees to use any of Wenham Carter's additional services, including but not limited to advertising, executive search and Internet services ("the Additional Services"), the fees for the Additional Services shall be agreed between Wenham Carter and the Client in a separate Services proposal document.

18. Wenham Carter may use Client logo/branding in internet advertising and online branding.

19. Where an applicant is engaged through Wenham Carter on a temporary or contract basis the fee payable by the Client to Wenham Carter shall be agreed in a separate document on the basis of the proposed length of employment. If the employee continues to be employed beyond the agreed term Wenham Carter shall charge the Client on a pro rata basis.

20. If the Client requests that Wenham Carter arranges, manages or reimburses applicant travel/interview expenses (including but not limited to flights, hotel accommodation, taxi, public transport, subsistence and video conference facilities) the Client agrees to reimburse Wenham Carter the expenses incurred (including VAT where applicable) plus a management and administration fee of 20% of the total expenses.

21. If the engagement of an applicant is terminated by the Client, any Client Member (whom has engaged the applicant) or by the applicant within a period of four weeks from the date of the applicant's engagement by the Client, provided that the Client shall have paid all fees due to Wenham Carter on or by the due date and shall have notified Wenham Carter of the termination of the engagement of the applicant within seven days thereof and the termination is not due to redundancy, constructive, wrongful or unfair dismissal or the liquidation, bankruptcy, dissolution, amalgamation or reorganisation of the Client or applicable Client Member, the Client shall be entitled to a replacement employee at no further cost. The Client must notify Wenham Carter of its wish to take up the replacement service within 7 days of giving written notice of the termination of the engagement of the applicant mentioned above in order for the Client to take advantage of the replacement service. If Wenham Carter is unable to provide a suitable replacement employee within three months, the Client shall be entitled to a refund of a proportion of the Placement Fee as follows:-

Period from start to termination:

Up to 2 weeks	50% refund of Placement Fee paid
Up to 4 weeks	25% refund of Placement Fee paid

22. Any subsequent re-engagement of the applicant by the Client or a Client Member within 12 months from the date of such termination under clause 21 shall be treated as a new engagement and the Client shall pay a Placement Fee in respect thereof, and which shall not be subject to any replacement or refund policy.

23. Where an applicant introduces any other individual(s) to the Client or a Client Member within twelve months of being introduced to the Client and/or a Client Member and this results in the engagement of such individual(s), the Client shall be liable to pay Wenham Carter a Placement Fee.

Specific Terms – Introductions for Contract Requirements

24. Where a Client or any Client Member wishes to engage the services of an applicant for a Contract Requirement, the Client shall be required to enter into a contract with Wenham Carter for the provision of the services of such applicant for the Contract Requirement and Wenham Carter shall either payroll the applicant (where engaged as a PAYE worker by Wenham Carter) or shall engage the applicant through an intermediary and shall supply the agreed services through the applicant for the duration of the contract. The Client or any Client Member may not receive the services of any applicant introduced by Wenham Carter for a Contract Requirement other than through the mechanism described without the express prior written consent of Wenham Carter.

25. The Client shall be required to pay a contract charge rate to Wenham Carter on a weekly basis based upon verification of the services provided by the applicant. The contract charge rate shall include the salary of the applicant (where engaged as a PAYE worker) and any statutory costs of Wenham Carter in engaging the applicant on this basis or fees of the applicant (where engaged through an intermediary) together with any Agency Regulations on-costs, and Wenham Carter's fee for the provision of its recruitment service which is chargeable throughout the lifetime of the contract ("Charge Rate").

ensure that the applicant is engaged and supplied through Wenham Carter for any Contract Requirement following the introduction of the applicant by Wenham Carter for a Contract Requirement, Wenham Carter shall be entitled to charge the Client a transfer fee which shall be thirteen times the average weekly Charge Rate (that Wenham Carter has invoiced the Client) across the preceding thirteen weeks prior to the Client's breach of clause 24, or in the event the Client or Client Member breaches this clause before any supply of the applicant occurs, Wenham Carter shall be entitled to invoice the Client a transfer fee which shall be thirteen times the weekly total charge rate (based on market rates for the same or similar Contract Requirement) to be determined solely by Wenham Carter in its discretion ("Transfer Fee").

27. Where an applicant engaged through Wenham Carter and supplied under a Contract Requirement to the Client or any Client Member pursuant to clause 24 is engaged for a Permanent Requirement with the Client or any Client Member either during a Contract Requirement or within 12 months of the end of any such Contract Requirement, a Placement Fee as calculated under clause 13 shall be payable to Wenham Carter by the Client. No refunds or rebate apply to any Placement Fee paid under this clause 27.

28. Where an applicant engaged through Wenham Carter and supplied under a Contract Requirement to the Client or any Client Member pursuant to clause 24 is engaged for a further Contract Requirement (whether directly or indirectly through any intermediary) either during an existing Contract Requirement through Wenham Carter or within 12 months of the end of any such Contract Requirement, a Transfer Fee calculated under clause 26 shall be payable to Wenham Carter by the Client in respect of the engagement of the applicant for a further Contract Requirement.

29. Where an applicant is introduced for a Contract Requirement, and no supply occurs, but the Client and/or Client Member subsequently engages the applicant for a Permanent Requirement within 12 months of the introduction of the applicant by Wenham Carter, a Placement Fee calculated under clause 13 shall be payable to Wenham Carter by the Client. No refunds or rebate apply to any Placement Fee paid under this clause 29.

30. If the Conduct Regulations apply to a Contract Requirement, the Client shall be entitled to elect to choose an extended hire option as an alternative to payment of a Placement Fee or Transfer Fee under these Specific Terms, which shall allow the Client to engage the applicant through Wenham Carter for a one off period of eight months, such period to be charged at the Contract Rate, after which time the Client shall be free to engage the applicant without further charge. The Client must give notice of its wish to take up the extended hire option to Wenham Carter within 7 days of its decision to engage the applicant pursuant to clause 26, 27, 28 or 29. If the Client fails to give notice, the Client shall be deemed to have elected to pay the Transfer Fee or Placement Fee as applicable.

31. Introductions of applicants by Wenham Carter to the Client are confidential. Accordingly a breach of confidentiality or a transfer of an introduction by the Client to another employer which results in either a permanent or a temporary engagement of an applicant by another party renders the Client liable to pay Wenham Carter a Placement Fee.

Standard Provisions

32. Payments made in foreign currencies shall be converted into United Kingdom sterling at the exchange rate in the United Kingdom on the date of invoicing which will be the date that the applicant commences an engagement.

33. Interest shall be charged to the Client on any sums payable and overdue under this agreement or any document referred to herein at the rate of 3% above HSBC's Bank base rate from time to time and calculated on a daily basis from the due date until payment.

34. These Terms exclude any other terms and conditions which the Client might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions inconsistent with them or may be contained in any offer acceptance or counter offer made by the Client.

35. Alterations to these Terms will only be valid if authorised in writing by a Director of Wenham Carter.

36. These Terms shall be governed and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Signed on behalf of [CLIENT]

Position:
Date:

26. Should the Client or any Client Member breach the terms of clause 24 and fail to

Signed on behalf of Wenham Carter

Position:
Date: