

Employment Agency Terms of Business for Permanent and Fixed Term Contract

1 General

1.1 The business of Choralis Consulting (CC) is to introduce employers, partnerships or entities (Clients) who are seeking potential employees, potential partners, potential consultants or providers of services (Applicants) to one another, for which purpose CC is acting as an employment agency as defined in the Conduct of Employment Business Regulations 2003, these terms and conditions apply to such introductions by CC unless a director of CC agrees to a variation in writing.

1.2 These terms supersede any other previously supplied by CC to the Client.

1.3 These terms are subject to English law and the exclusive jurisdiction of the courts of England and Wales.

2 What is an 'Introduction'

2.1 An introduction is made once the Client and Applicant make contact as a result of CC's notification of a requirement whether current potential or otherwise. For the purposes of these Terms the word introduction shall be deemed to include without limitation the provision by CC of any details whether written or oral of a candidate. Once contact is made it shall be deemed to be acceptance of and agreement to these terms and conditions by the Client. However where CC is retained by the Client for a specific assignment (Retained Assignment) these terms and conditions shall apply upon acceptance by CC of the Retained Assignment.

2.2 Any previous introduction through another consultancy will be disregarded for the purposes of these terms should the Applicant expressly wish to proceed their application through CC.

3 The Engagement Of An Applicant

3.1 The Client agrees to notify CC immediately an Applicant introduced by CC accepts an offer to provide services to the Client (Engagement). The Client shall notify CC of the day on which such Applicant commences the Engagement and provide to CC full details of the full remuneration package within one working day.

3.2 In the event that an Applicant introduced by CC is rejected by the Client or rejects the Client's offer of an Engagement and is subsequently employed by the Client in any capacity, within 12 months of the original introduction then such Engagement will be an Engagement within the terms hereof.

3.3 In the event that a Client effects an introduction of any Applicant originally introduced to it by CC to any third party, which results in the employment of that Applicant by that third party or after provision of services by such Applicant to such third party within 12 months of the initial introduction date by CC, then such an engagement will be an Engagement within the terms hereof.

4 Fees

4.1 All fees shall be calculated in accordance with the fee scale, plus VAT as per the following schedule:

First year total remuneration to £19,999 at 20%; First year total remuneration £20,000 - £29,999 at 22.5%; First year total remuneration £30,000 - £44,999 at 25%; First year total remuneration from £45,000 - £59,999 at 27.5%, and; £60,000 or over at 30%. Total remuneration is defined as the aggregate gross annual emoluments payable to or receivable by a candidate pursuant to an Engagement. This includes guaranteed bonuses, overseas premium, living allowance, profit share and all other emoluments that form part of gross taxable pay, and including an additional £4,500 for appointments with a company car (or full amount of the cash alternative).

4.2 Regarding a contingency assignment (File Search), no fee shall become payable by the client until an Engagement has been made.

4.3 Retained Assignments. Fees will be payable in stages as follows: (i) Initial fee calculated at 30% of the estimated fee, due immediately upon commencement of the assignment and non-refundable (ii) a short-list fee of 30% of the estimated fee, payable on the presentation of an agreed number of Applicants who in the reasonable opinion of CC meet the agreed specification and; (iii) a completion fee of the balance of the total fee less the amounts already paid, payable on the day the Applicant agrees to an Engagement with the Client.

4.3.1 If an advertised Retained Assignment is cancelled by the Client, or the Client for any reason materially alters (in the reasonable opinion of CC) its requirements submitted to CC, the Client will pay all advertising and other associated costs incurred by CC.

4.3.2 CC reserves the right not to commence work on any Retained Assignment until payment of the initial fee has been received.

4.3.3 If a Retained Assignment is cancelled by the Client or the terms of such an assignment are materially altered by the Client, all Stage fees incurred up to the date of such cancellation or alteration shall be payable.

4.3.4 In the event that a Client hires an additional Applicant submitted within the shortlist on a Retained Assignment, such Engagement shall be deemed to be a File Search assignment and a fee calculated in accordance with the schedule in section 4.1 shall be payable in addition to the fee for the first Applicant.

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4.4 Executive searches can be undertaken on an individual assignment basis and terms should be discussed with CC.

4.5 Invoices will be issued to the Client on the following basis: (i) For File Search, on Engagement (ii) For Retained Assignments (a) on initial authorisation (b) short-lists on the date of presentation (c) For completion, on Engagement. All monies due under these terms and conditions shall be paid by the Client within 21 days of the invoice date. If the Client fails to make full payment when due, CC shall be entitled to charge interest on the amount unpaid at the rate of 2.5% above the base lending rate of Barclays Bank PLC.

4.6 In the event that an offer of Engagement, whether orally or in writing, has been made to an Applicant and accepted by the Applicant, the Client shall be liable to pay the fee as if there had been an Engagement within the terms hereof if the offer is later withdrawn.

5 Guarantee

5.1 In the event of a Candidate leaving the Client's employment within 8 weeks of commencement for any reason other than through redundancy, provided that the Client informs CC in writing of the fact within seven days of the termination of employment and the introduction fee has been paid in accordance with clause 4, CC offers the following:

Period of employment	Rebate
Up to 4 weeks	50% rebate of the introduction fee or one free replacement
4-8 weeks	25% rebate of the introduction fee

If the Client re-engages the candidate within 12 months of induction:

- Any rebate paid to the Client shall be repayable to CC; or
- If the Client accepted a replacement, then the Client shall be liable for a permanent introduction fee in respect of the replacement.

This Guarantee of Satisfaction does not apply to fixed term contract placements, or fixed term to permanent conversions.

5.2 The above guarantee is offered subject to the Client paying on 21 days. If there is late payment no guarantee will operate.

6 Fixed Term Employment

Fees for the introduction of Applicants for fixed term Engagements of less than 12 months will be payable pro rata to the duration of that Engagement, subject to a minimum one-off finders fee of 25% for salaries to £44,999 (per annum). For annualised remuneration above £50,000, the fee rates in 4.1 apply. Minimum term for a fixed term Engagement is 6 months. If such fixed term Engagement is subsequently renewed or extended, the Fee will be recalculated based on the renewed time period and the remuneration package for that time period. If an Applicant is hired on a permanent basis within 12 months, the permanent fee less the balance of monies paid under the fixed term will be payable. After 12 months no additional fee will be charged if the Client wishes to hire the Applicant on a permanent basis. This fee is a non-refundable finders fee and the guarantee in clause 5 will not apply to any fixed term contract.

7 Liability

7.1 Provided that CC shall obtain and provide to the Client confirmation of the identity of the Applicant and confirmation that the Applicant has the experience, training qualifications and authorisation which the Client informs CC that it considers necessary (or which are required by law or by an appropriate professional body), then the Client shall be solely responsible for satisfying itself as to the proficiency and integrity of an Applicant and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications). The Client shall also be solely responsible for arranging all medical and other examinations, either express or implied, upon the introduction of any Applicant to the Client.

7.2 CC will accept no liability whether in contract, tort (including negligence) or otherwise for any loss, costs expenses, damages, or delay howsoever occasioned which the Client, its servants, agents, clients or others may suffer or become liable for arising out of or in connection with the introduction to or employment by the Client of any Applicant.

7.3 An Applicant's curriculum vitae is provided in strict confidence to the Client only for its information and on the basis that the contents are not disclosed to any other person without CC's written consent. In particular, the client must not approach the Applicant's current employer until the Applicant has accepted the Client's written offer of Engagement.