



## TERMS & CONDITIONS

### 1. Introduction

In these Terms and Conditions ("these Conditions") the following expressions shall have the following meanings

"The Company" shall mean VLC Recruitment Ltd.

"The Client" shall mean any person firm or company who the Company introduces a candidate to it shall also mean any person firm or company who any employee of the Company introduces himself or herself to including any such introduction of an employee by any third party acting for and on behalf of the Company or the employee.

"The Candidate" shall mean subject to clause 13 below, any person including an employee of the Company introduced to the Client by the Company regardless of whether otherwise known to the Client and shall include any employee of the Company who introduces himself or herself to the Client as a Candidate or is introduced to the Client by any third party.

"Remunerations" shall mean the Candidates first years guaranteed remuneration reasonably anticipated to arise from the Engagement including (but without limitation) all salary, wages, guaranteed bonuses and commissions and share of profits and revenues save that where the

Candidate is self-employed or otherwise engaged under a contract for service, partnership or joint venture, or such remunerations are not known or not disclosed by the Client to the Company, such remunerations may at the discretion of the Company be taken to be the

Candidate's desired anticipated annual income as disclosed from the records of the Company.

"Engagement" shall mean any contract whatsoever including without limitation any contract for services or partnership or joint venture made between the Client or any person, firm or company associated with the Client and the Candidate made within 12 months of the introduction of the Candidate to the Client by the Company.

"Introduction" shall mean the communicating by any means whatsoever of the identity of a Candidate to the Client.

2. In these Conditions words importing the singular shall include the plural and vice versa and the words importing the masculine gender shall include the feminine and neuter genders and vice versa.

3. All and any business undertaken by the Company is transacted subject to these Conditions all of which shall be incorporated in any agreement between the Company and the Client to the exclusion of any other terms and conditions, representations or agreements. In the event of any conflict between these Conditions and any other terms & conditions, these Conditions shall prevail unless expressly otherwise

agreed in writing by a Director of the Company. No variations can be made to these Conditions without the written consent of a Director of the Company. No other employee, agent or servant of the Company has any authority to make representations, amend, vary, modify, or waive any of these Conditions.

4. The complete and partial invalidity or unenforceability of any provision herein for any one purpose shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

5. The interviewing by or on behalf of the Client or the Engagement of the Candidate by the Client (whichever first occurs) shall be deemed acceptance of an agreement to these Conditions.

### 6. Fees

(a) The Client shall pay the Company a fee, exclusive of value added tax, upon the Engagement of the Candidate calculated (subject as after-mentioned) as a percentage of the Remunerations. For this purpose the percentage of the Candidate's first years'

Remunerations will be as follows.

Total anticipated first year's Remunerations	Charge
Up to £19,999	15%
£20,000 - £39,999	20%
£40,000 and above	22.5%

subject to a minimum fee of £1,500 exclusive of value added tax.

(b) Value added tax must added to all fees referred to.

(c) Fees will be payable as a result of the Engagement notwithstanding the fact that it may not comply with the Client's original requirement (e.g.) As to a number or type of vacancies.

### 7. Payment

The fee becomes payable immediately upon Engagement of a Candidate regardless of when the Candidate commences work or when an invoice is received. The Company reserves the right to be paid a fee based upon the Remunerations actually paid during the Candidate's first twelve months of Engagement if in excess of the anticipated Remunerations referred to in clause 6 above. The Company reserves the right to charge interest on the fees overdue by more than 7 days at the rate of 5% for each period of 30 days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after a Court Judgement.



#### 8. Confidentiality

The introduction of the Candidate is confidential. To pass such introduction or any information concerning the Candidate to any other party whether or not found to be associated to the Client renders the Client liable to pay the fees set out above where the passing of such introduction or information leads to an Engagement of the Candidate in any capacity and whether under contract of or for service, partnership or joint venture.

#### 9. Company Employees

A fee calculated as 40% of the Remunerations will be payable by the Client immediately upon the Engagement of any employee of the Company or any associated company of the Company in any capacity where such Engagement results directly or indirectly from the Client acting on or passing to any third party information about the said employee whether such information was obtained from the Company or the Employee or any third party acting on behalf of the Employee.

#### 10. Rebate

The Company does not recognise trial periods for Candidates. In the event of the Candidate leaving the Client ("the Termination") within six weeks of commencement of work, the fee referred to above shall be subject to rebate as below, providing such fee was paid in accordance with the time specified on the invoice. Should the Client or any associated Company of the Client re-engage the Candidate within twelve months of the Termination the full fee becomes payable less credit for any amounts already paid to the Company in respect of the Engagement. No rebate will be made unless the Client notifies the Company in writing within 7 days of the Termination.

PERIOD TO TERMINATION	PERCENTAGE OF CREDIT
Up to 2 weeks	100% less £300.00 Administration charge
Up to 3 weeks	40%
Up to 4 weeks	30%
Up to 5 weeks	20%
Up to 6 weeks	10%

#### 11. Candidate's Suitability

In relation to any Candidate, the Company undertakes only to provide the Client with the Candidate's identify. Accordingly the Client is responsible for ensuring the suitability of the Candidate and for taking up references, checking qualifications, including driving licence, work permits, arranging medical examinations and the like. The Company does not take up references and subject to the terms of the Unfair Contract Terms Act 1977 cannot accept responsibility for any statement or representation about a Candidate made by its servants or agents, whether or not in writing, nor can it accept responsibility for any loss, expense, or damage incurred directly or indirectly by the Client in respect of any Candidate.

#### 12. Limitation

In entering into this Contract the Client expressly agrees:

That the liability of the Company in the execution of this Contract is limited to a sum not exceeding the sum paid or due to the Company by the Client pursuant to clause 6 hereof.

That each engagement represents an individual Contract and the Client shall have no right of set off or counterclaim in respect of different Engagements.

#### 13. Excluded Candidates

The Client may at any time prior to his Introduction exclude by notification in writing to the Company any potential Candidate from the application of these Conditions but paragraphs (a) to (d) of clause 6 (Fees) of these Conditions shall apply to the Engagement of any Candidate not so excluded whether or not already known to the Client, and whether or not introduced to the Client, in any other manner or by any Third Party prior to or after introduction by the Company.

#### 14. Jurisdiction

This Agreement shall be interpreted in accordance with the English Law and the parties agree to submit to the jurisdiction of the English Courts.