

1. GENERAL

- . (a) 'SRP' means Specialist Recruitment Partners Ltd.
- . (b) SRP will be acting in the capacity as an Employment Business, as defined in the Employment Agencies Act 1973, for the purpose of these Terms of Business.
- . (c) 'The Client' means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 (as may be amended from time to time) to whom SRP provides Consultancy services.
- . (d) 'Consultancy' means the Limited Company introduced to the Client by SRP and engaged by the Client to carry out an assignment (and save where otherwise indicated includes any officer, employee or representative thereof and any third party to whom the provision of Consultancy services is assigned or sub let with the prior approval of SRP and the Client)
- . (e) SRP sub-contracts work to Consultancies. Clients are required to enter into a Contract with SRP of which these Terms of Business form part.
- . (f) 'Assignment' means the services which the Consultancy is engaged by SRP to render to the Client.
- . (g) 'Authorised Representative' means the person authorised by The Client to act on behalf of the Client in all matters relating to the Contract.
- . (h) the Client is deemed to have accepted these Terms of Business upon receipt by SRP of any one of the following:
 - i) signed Terms of Business, or
 - ii) faxed copy of signed Terms of Business, or
 - iii) eMail confirmation of agreement to Terms of Business, or
 - iv) authorised Time/Project Record presented for payment to SRP by the Consultancy
- . (i) 'Introduction' means the Client's interview of an officer, employee or representative of the Consultancy in person or by telephone or the passing to the Client of information which identifies a Consultancy which leads to the engagement by the Client of the Consultancy.
- . (j) The person conducting interviews on behalf of the Client warrants that he/she is duly authorised to agree these Terms of Business on behalf of the Client.
- . (k) If a Consultancy introduced by SRP is interviewed by the Client and the Client subsequently engages or makes use of the Consultancy including any introduction by the Client to any other subsidiary or third party within a six month period of the date of the interview then the Client shall engage the services of the Consultancy through SRP or be liable for an introductory fee. If details of the engaged Consultancy's remuneration and full terms of engagement are not received by SRP within seven days of notification or discovery by SRP, SRP will estimate the candidate's remuneration based on current market rates and this estimate shall be binding.
- . (l) "Third Party" means any person other than

the parties to this Agreement, or

any company within the group of companies of the Client (“the Group”)

2. INFORMATION

Whilst SRP has taken reasonable steps to ascertain that the information provided by SRP to the Client in respect of the Consultancy is accurate SRP accepts no responsibility in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Consultancy.

3. CONFIRMATION OF ASSIGNMENT

Prior to the commencement of the Assignment by the Consultancy or if this is not practical upon commencement of the Assignment, SRP will send to the Client written confirmation of the Assignment in the form of the SRP Contract for Services specifying the Assignment, the identity of the Consultancy, project rates/price charged by SRP together with such expenses as may have been agreed, the intervals at which invoices shall be rendered to the Client by SRP and any other relevant information.

4. TIME RECORDING

- . (a) The Consultancy shall maintain a record of time spent working on Assignments. SRP and the Client will agree on a payment system appropriate to the Contract and at the end of each period the Consultancy will submit notification of time spent working on a project to the authorised representative of the Client for agreement and counter-signature. The Client shall retain a copy of authorised notification.
- . (b) Counter-signature of Time/Project Records by or on behalf of the Client shall constitute acceptance that the Consultancy’s services have been provided for the hours indicated and that such services have been satisfactory and in accordance with these Terms of Business. This does not affect the Client's rights to immediate termination under clause 10(b).

5. INVOICES AND PAYMENTS

- . (a) SRP will render invoices prepared by reference to the number of hours worked by the Consultancy on a weekly basis or as per any schedule for staged payments or for the fixed price of the assignment. Value Added Tax or other taxes payable in respect of the provision of the Consultancy’s services shall be added to the invoices and shall be payable by the Client.
- . (b) The Client shall pay all invoices in full within fourteen days from the date thereof.
- . (c) The failure by the Client to settle invoices within fourteen days shall entitle SRP at its discretion to charge interest on overdue amounts at the rate of 8% per annum above the Bank of England base rate calculated from the date of delivery of the invoice.
- . (d) SRP shall be entitled to charge for all expenses authorised by the nominated Client representative incurred by the Consultancy in providing the services of the Consultancy.
- . (e) If any officer, employee or agent of the Consultancy accepts any offer of permanent employment from the Client, associated company or subsidiary thereof, whilst sub-contracted by SRP to the Client or within twelve months of the termination of such a Contract (including the reintroduction by or use through another employment agency or Consultancy) SRP will invoice the Client for a recruitment service fee amounting to 25% of the first years gross

salary (excluding benefits, bonuses & overtime).

- . (f) If any employee of SRP accepts any offer of permanent employment from the Client, associated company or subsidiary thereof within six months of the termination of this agreement (including the reintroduction by or use through another employment agency or Consultancy) SRP will invoice the Client for a recruitment service fee amounting to 40% of the first years gross salary (excluding benefits, bonuses & overtime).

6. ATTENDANCE

The Consultancy's officers, employees or agents will attend the Client's premises on such days as are mutually agreed between the Client and the Consultancy with particular reference to project timetables.

7. RIGHT OF SUBSTITUTION

The Consultancy may provide a suitable substitute to the Client with the Consultancy's guarantee that the substitute has the equivalent technical expertise as the original officer, employee or representative. Any such substitute must be agreed and approved by both SRP and the Client.

8. CONFIDENTIAL INFORMATION

- . (a) Any information and documents made available or disclosed to the Consultancy or SRP by the Client shall unless otherwise agreed, be and remain the property of the Client and shall be used only for such purposes as may be authorised by the Client. Neither the Consultancy nor SRP shall disclose such information nor document any part thereof to any other person, company or other organisation without the prior consent of the Client.
- . (b) All plans, designs, specifications, programs, keys, lists, technical literature, records and any other documents or articles or copies thereof belonging to the Client shall be returned to the Client on request and in any event at the end of the Contract.
- . (c) All information contained within these Terms of Business and the SRP standard Contract shall remain confidential and the Client shall not divulge such information to any third party save for its own employees and officers and professional advisers and as may be required by law.

9. PERFORMANCE

- . (a) If the Client displays to the reasonable satisfaction of SRP that the performance of the Consultancy is unsatisfactory for reasons of conduct or technical incompetence then the Contract will thereupon be terminated and SRP will use its reasonable endeavours to provide a replacement Consultancy of suitable experience and competence.
- . (b) Upon termination pursuant to condition 9(a) the Client shall pay to SRP all sums due in respect of time worked by the Consultancy on the Assignment up to termination.

10. TERMINATION

- . (a) Unless otherwise stated in the Project Schedule or in clauses 10(b) or 10(c) below, there is no provision for early termination of this Contract by either party.
- . (b) The Client may terminate the Assignment immediately by notice in writing to SRP where the Consultancy is in wilful or persistent breach of its obligation or the Client can prove to SRP

that the Consultancy is technically incompetent.

- . (c) SRP or the Client may terminate an Assignment forthwith by notice in writing if:
 - (i) Either party is in wilful or persistent breach of its material obligations under these Terms of Business, or
 - (ii) Either party becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of reconstruction or amalgamation), no Time/Project Records should be authorised by the Client or on behalf of the Client following this.
- . (d) If The Client gives such notice to terminate the Contract and subsequently does not require the services of the Consultancy for the duration of the notice period, SRP shall be entitled to be paid as if the notice period specified in the Contract had been carried out by the Consultancy. SRP's invoice for the notice period shall be payable in full within 30 days of the date thereof.

11. LIABILITY

- . (a) The Client hereby acknowledges and agrees that the Consultancy and not SRP shall be solely responsible for any losses resulting from any negligent act or omission or any breach of statutory duty arising from the performance of or the provision of services by the Consultancy or its officers employees or agents in connection with the Assignment.
- . (b) SRP shall maintain Employers Liability to a limit of £10,000,000, Public Liability insurance to a limit of £2,000,000 and Professional Indemnity insurance to a limit of £500,000. The Client will comply in all respects with all-relevant statutes, bylaws and legal requirements including provision of adequate insurance. The Client shall indemnify SRP against any costs, claims, damages and expenses incurred by SRP arising out of the engagement or use of the Consultancy by the Client.
- . (c) Whilst every effort is made by SRP to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Consultancy and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by SRP for any loss, expense, damage, costs or delay arising from the failure to provide a Consultancy for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy terminates the Assignment for any reason.
- . (d) SRP shall not be liable for failure to perform its obligations under the Contract if such failure results by reason of war, riot, explosion, fire, flood, strike, lockout, go slow, Acts or Regulations of Government, acts of terrorism or any other cause beyond the control of SRP.
- . (e) SRP shall not be liable for nor shall SRP effect or maintain any Policy of Insurance in respect of the erasure of information contained or otherwise stored on any storage media of the Client or of any third party.
- . (f) SRP shall not except in the case of injury or the death of any person be liable for any loss or damage sustained directly or indirectly by the Client or by any third party howsoever caused nor shall SRP be liable to indemnify the Client against or contribute to claims made by any third party against the Client for any loss, injury or damage howsoever caused or arising.
- . (g) Neither SRP nor the Client shall be responsible to pay any sick or holiday pay in respect of any Consultancy.

12. FIDELITY

During the term of The Contract and for a period of twelve months following the termination of The Contract for any reason whatsoever, neither the Client nor any associated company nor subsidiary company of the Client shall contract or otherwise engage the Consultancy or any third party introduced by the Consultancy by any means other than directly through SRP. Any such engagement shall render the Client liable to pay SRP a fee equal to 13 times the weekly rate at which the Consultancy was last supplied to the Client by SRP. No refund or rebate of this fee is available where the ability or suitability of the Consultancy is already proven.

13. VARIATION

No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of SRP.

14. ENGLISH LAW

The Contract shall be deemed to have been made in England and shall be governed and construed according to English Law.

15. DATA PROTECTION

SRP complies with the provisions of the Data Protection Act 1998 and expects the Client who receives any document or communication to do so in respect of the contents. SRP will not accept responsibility for the failure by the Client to do so in respect of any document or communication sent to them by SRP.

16. CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES, 2003

The Client confirms that the regulations of the Conduct of Employment Agencies and Employment Businesses, 2003 will not apply to the supply of Services under this agreement.

17. THIRD PARTY

- . (a) Save as provided in (b) below, a Third Party shall have no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this Agreement.
- . (b) This clause shall not affect any right or cause of action which exists apart from the said Act.
- . (c) It is hereby agreed that this Agreement is for the benefit of all companies within the Group

18. SEVERABILITY

If any limitation or provision contained in this Agreement shall be determined invalid, unlawful or unenforceable it shall be severed from the remainder of the Agreement which shall continue to be valid to the extent permitted by law.

19. HEALTH & SAFETY and IT SECURITY

SRP will take all reasonable endeavours to ensure that the Consultancy will agree to abide by any rules or obligations in force that are applicable to the Consultancy at the Client's premises either directly or indirectly, including but not limited to Health & Safety, IT security, systems and data protection policies.

DECLARATION

I have read, understood and agree to these SRP Terms of Business. Signed by:

For and on behalf of THE CLIENT

Date
