



**S.COM GROUP LIMITED
CLIENT CONDITIONS
FOR THE INTRODUCTION
OF PERMANENT STAFF**

Please return one, signed original copy of these Conditions (unamended) to: Legal & Compliance, S.Com Group Limited, Buckingham House, Buckingham Street, Aylesbury, Buckinghamshire HP20 2LA or email a complete signed version to commercial.dept@scm.com.

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**CLIENT CONDITIONS OF BUSINESS
FOR THE INTRODUCTION OF PERMANENT STAFF**

With effect from 1 September 2009

1. DEFINITIONS

In these Conditions the following expressions shall be given the following meanings:

Candidate.....the person introduced by S.Com to the Client for an Engagement including any officer, worker or employee of the Candidate, if the Candidate is a limited company, and members of S.Com's own staff.

Client.....any person, firm, company or organisation, together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Candidate is supplied or introduced.

Engage/Engaged/Engagement.....the engagement, employment or use of the Candidate by the Client or any third party or through any other employment business/agency on a permanent basis or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Candidate is an officer or employee.

Fee(s).....means the fees and charges payable by the Client in respect of the services provided by S.Com and in accordance with Condition 3.

Introduction(i) the Client's interview of a Candidate in person or by telephone or any other means following the Client's instruction to the S.Com to search for a Candidate; or (ii) the passing to the Client or a curriculum vitae or information which identifies the Candidate, and which leads to an Engagement of that Candidate.

Remuneration.....includes base salary or fees, guarantee and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any Third Party. Where a company car is provided, a notional amount of £5,000 will be added to the salary in order to calculate the S.Com's Fee.

S.ComS.Com Group Limited with a registered office at 800 The Boulevard, Capability Green, Luton, LU1 3BA, an employment agency and business.

1.2 In these Conditions words importing the singular shall include the plural and vice versa.

1.3 The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.

2. IMPACT OF CONDITIONS

- 2.1 These Conditions shall constitute the contract between S.Com and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of a Candidate by the Client or the passing of any information about the Candidate to any third party following an Introduction.
- 2.2 In the event of any future Introduction(s) or Engagement(s) the Client agrees and accepts that these Conditions shall be applicable in respect of all future course of dealings between the Parties in connection with the Candidates.
- 2.3 In the event of any conflict between these Conditions and any other terms and conditions, these Conditions shall prevail unless expressly otherwise agreed in writing by an authorised signatory of S.Com. No variation can be made to these Conditions without the written consent of an authorised signatory of S.Com. No other employee, agent or servant of S.Com has any authority to make representations, amend, vary, modify or waive any of these Conditions.
- 2.4 The complete or partial invalidity or unenforceability of any provision in these Conditions for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of 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.

3. FEES

- 3.1 The Client to notify the immediately:
- (a) on any offer of Engagement being made to the Candidate;
 - (b) that the Client's offer of an Engagement to the Candidate has been accepted and provide details of the Remuneration to SS.Com.
- 3.2 Except in circumstances set out in Condition 5.1 no Fee is incurred by the Client until the Candidate commences the Engagement when S.Com will render an invoice to the Client for its Fees. The Client agrees to pay such invoices in full within fourteen (14) days after the date of each invoice without deduction, set off or counterclaim.
- 3.3 The Client shall pay any Value Added Tax where it is properly chargeable. All payments to be made under these Conditions shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a Party to these Conditions is compelled to make any such deduction, it will pay to the receiving Party such additional amounts as are necessary to ensure receipt by the receiving Party of the full amount which that party would have received but for the deduction.
- 3.4 S.Com reserves the right to charge interest on invoiced Fees overdue by more than seven (7) days at the rate of two point five per cent (2.5%) of invoice value for each period of thirty (30) days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after any court judgment.
- 3.5 The Fee payable to S.Com by the Client for an Introduction resulting in an Engagement is calculated in accordance with Fee Structure (Appendix A) based on the Remuneration applicable during the first twelve (12) months of the Engagement.

- 3.6 All agreed interview travelling expenses and all agreed advertising costs in relation to the Engagement will be charged to the Client as and when they accrue. Any cancellation charges in relation to such expenses will be met by the Client and payable in accordance with Condition 3.2. The expenses and cost referred to in this Condition are not subject to the refund set forth in Condition 4 (Refunds)
- 3.7 In the event the Engagement is for a fixed term of less than twelve (12) months, the Fee in Condition 3.5 calculated as a percentage of the Remuneration will apply pro-rata subject to a six (6) month minimum. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within six (6) months of termination of the first Engagement the Client shall be liable to pay a further Fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement whichever is sooner.
- 3.8 If the Client subsequently engages or re-engages the Candidate within the period of twelve (12) calendar months from the date of termination of the Engagement or withdrawal of the offer, a full Fee calculated in accordance with Condition 3.5 becomes payable.

4. REFUNDS

- 4.1 In the event of the Candidate being dismissed or otherwise leaving within four (4) weeks of commencing an Engagement (and subject to Condition 4.3 below) S.Com shall make reasonable endeavours to find a replacement Candidate free of charge (subject to a change in Fee if the replacement has a higher salary).
- 4.2 If S.Com is unable to find a suitable replacement Candidate within two (2) months of the end of the original Engagement, then the Client shall be entitled to a refund of Fees paid in Condition 3.2 according to the scale in Appendix A (Fee Structure):
- 4.3 Any replacement or refund is conditional upon:
- (a) The Client notifying S.Com in writing of the termination of the Engagement within seven (7) days of the termination;
 - (b) S.Com invoice(s) having been paid in accordance with Condition 3.2;
 - (c) Such termination not being as a result of redundancy; discrimination; injury or ill health; or vexatious or unreasonable behaviour on behalf of the Client;
 - (d) The Engagement not being for a fixed term which has come to an end
- 4.4 In circumstances where Condition 3.8 applies the full Fee stated in Condition 3.5 is payable and there shall be no entitlement to a refund.

5 INTRODUCTIONS

- 5.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by S.Com which results in an Engagement with that third party within six (6) months of the Introduction renders the Client liable to payment of S.Com's Fees as set forth in Condition 3.5 with no entitlement to any refund.
- 5.2 A Fee calculated in accordance with Condition 3.5 will be charged in relation to any Candidate Engaged as a consequence of or resulting from an Introduction by or through S.Com, whether direct or indirect, within six (6) months from the date of S.Com's Introduction.

- 5.3 Where the amount of the actual Remuneration is not known S.Com will charge a Fee calculated in accordance with Condition **3.5** on the minimum level of Remuneration applicable for the position in which the Candidate has been Engaged with regard to any information supplied to S.Com by the Client and/or comparable positions in the market generally for such positions.
- 5.4 In the event that any employee of S.Com with whom the Client has had personal dealing accepts an Engagement with the Client within six (6) months of leaving S.Com's employment, the Client shall be liable to pay a Fee to S.Com in accordance with Condition **3.5**.

6 SUITABILITY AND REFERENCES

- 6.1 S.Com shall use reasonable endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill.
- 6.2 At the same time as proposing a Candidate to the Client S.Com shall inform the Client of such matters in Condition **6.1** as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day following (excluding Saturday, Sunday and any public or Bank holiday) save where the Candidate is being proposed for a position which is the same as one in which the Candidate has worked within the previous five (5) business days and such information has already been given to the Client.
- 6.3 S.Com shall use reasonable endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 6.4 S.Com shall use reasonable endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Clients seeks to fill.
- 6.5 Notwithstanding Conditions **6.1**, **6.2**, **6.3** and **6.4** above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or S.Com before Engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permissions required by law of the county in which the Candidate is Engaged to work.
- 6.6 To enable S.Com to comply with its obligations under Conditions **6.1**, **6.2**, **6.3** and **6.4** above the Client undertakes to provide to S.Com details of the position which the Client seeks to fill including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Clients requires the Candidate to commence, the salary, expenses and any other benefits that would be offered; the intervals of payment of Remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

7 LIABILITY

- 7.1 Introductions are made on the basis that S.Com shall be under no liability for any loss or damages howsoever caused arising from or consequent upon the Introduction of a Candidate.
- 7.2 Neither party excludes or restricts its liability for death or personal injury to the extent that death or personal injury has resulted from the negligence of that party.
- 7.3 Neither party shall be liable for any indirect or consequential loss or damage. .

8 CONFIDENTIALITY

- 8.1 All information disclosed by either party whether disclosed verbally, in documentary or other material form by demonstration or otherwise (together referred to as "Information") shall be held in confidence by the receiving party and shall be used only for the purpose of these Conditions, and shall not be disclosed by the receiving party to any third party except to the extent reasonably necessary for the provision of the services any such disclosure being subject to the same terms of confidentiality as are contained in this Condition. This restriction shall not apply to any Information which the receiving party can show was at the time of its receipt in the public domain or subsequently comes into public domain otherwise than by reason of the default of the receiving party, was already known to the receiving party free of restrictions on disclosure and use prior to its receipt from disclosing party, or was subsequently received free of restrictions on disclosure and use from a third party which it reasonably believes was entitled to make such disclosure.
- 8.2 In the event that the Client is a public authority governed by the Freedom of Information Act 2000 ("Act"), then before the Client releases any information required by the provisions of the Act which is S.Com confidential Information under these Conditions, the Client will first provide at least fourteen (14) days prior written notice to S.Com of the request for information, detailing the person or organisation requesting the information and a summary of the information requested. In the event that S.Com reasonably believes that any information required by the Client pursuant to this condition is exempt from the provisions of the Act S.Com shall be entitled to notify the Client accordingly and in the event that it does so shall specify in such notification the reasons for which S.Com believes the information is exempt information.

9 THIRD PARTY RIGHTS

Other than associated companies of the Impellam Group plc who will have the benefit of and may enforce the Conditions, the parties do not intend any of the Conditions to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

10 JURISDICTION

These Conditions shall be subject to English Law and the exclusive jurisdiction of the Courts of England.

By signature below it is confirmed the Client has received, understood and accepted the above Conditions. Any arrangement outside of these Conditions must be notified and agreed in writing by both parties.

FOR AND ON BEHALF OF THE CLIENT

Signed:

Name:

Position:

Date:

CLIENT DETAILS:

Company Name:

Registered Company #:

Registered Address:
.....
.....
.....

APPENDIX A – FEE STRUCTURE

1 FEE

The Fees referred to in Condition **3.5** are as set forth below. Fees shall be calculated as a percentage of the Remuneration, a minimum Fee of £1,000 shall apply.

Remuneration	% Fee
£0 - £24,999	20%
£25,000 - £34,999	25%
£35,000	30%

2 REFUNDS

The refunds referred to in Condition **4.2** are as set forth below

Week in which the Candidate leaves	% of the Fee refunded
Up to two weeks	90% of Fee paid
Two to four weeks	70% of Fee paid
Four to six weeks	50% of Fee paid
Six to eight weeks	40% of Fee paid
Eight to ten weeks	20% of Fee paid
Ten to twelve weeks	10% of Fee paid
Twelve weeks +	nil