

TERMS OF BUSINESS (01/07)

1) These terms are between Accountancy Action Ltd (the Agent) and the company, firm or organisation (the Client) (which term shall include all subsidiary and associated companies, firms and organisations for the supply of staff (the Applicant) and are deemed to be accepted by the client by virtue of an interview of an applicant in person or by telephone following the clients instruction to the agent to search for an applicant.

2) The client agrees a) to notify the agent immediately an engagement is accepted and
b) to pay the fee of the agent immediately upon commencement of the engagement.

3) The introductory fee is calculated as a percentage of the applicants gross equivalent annualised remuneration and is subject to a minimum fee chargeable of £1000 + VAT.

The percentages will be as follows :

16% up to £24,999

19% £25000-49999

22% £50000+

All fees are subject to VAT at the prevailing rate. Where a Client provides a company car , a notional amount of £3,500 will be added to the salary in order to calculate the Agents fee.

4) The guarantee period provides the Client with a time period to evaluate candidate suitability. This period commences on the first day of the Applicants employment. In the event of an Applicant leaving the Clients employment within 12 weeks of commencement for any reason other than through redundancy, provided that the Agent is notified in writing within 7 days of termination of employment and provided that the Client has paid the Agents fee within 14 days of the date of the invoice the Agent shall endeavour to seek one replacement at no extra cost to the client. If the Agent is unable to find a replacement, the Client shall receive a credit against the fee paid which shall be calculated as a percentage of the introductory fee as follows

a) 0-8 weeks - 50% refund

b) 8-12 weeks - 25% refund

Should the client or any subsidiary or associated company of the client re-engage the applicant within the period of 6 calendar months from the date of termination, a full fee calculated in accordance with paragraph 3 above becomes payable, with no entitlement to a refund.

5) a) All introductions of Applicants are confidential. The disclosure by a Client to a third party which results in an engagement with that third party, renders the Client liable to payment of the Agents fee in accordance with paragraph 3.

b) An introductory fee calculated in accordance with paragraph 3 will be charged in relation to any Applicant engaged as a consequence of, or resulting from, an introduction by or through the company , whether direct or indirect within 6 months from the date of the Clients introduction.

6) The Agent endeavours to ensure the suitability of any Applicant introduced to the Client. However the Agent does not personally establish references and the Client must satisfy himself as to the suitability of any Applicant and shall be responsible for taking up all references provided by an Applicant and/or the Agent before engaging such Applicant. The Client shall be responsible for obtaining work and other such permits, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfy any medical and any other requirements required by law.

7) The Agent shall not be liable to the Client under or in connection with this agreement for any indirect or consequential loss or damage or any loss or damage to any profit, revenue, savings, use , contract , goodwill , or business , in each case howsoever caused including without limitation by reason of misrepresentation (whether made prior to or in this agreement), negligence, other tort, breach of contract or breach of other statutory duty.

8) These terms are governed by the laws of England and are subject to the exclusive jurisdiction of the English courts.

9) These terms may only be altered by a Director of the Agency.