

# terms and conditions

ANNUAL REMUNERATION PACKAGE	Up to £24,999	£25,000 to £49,999	£50,000 and above
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## permanent fees

REGISTER SEARCH			
Completion Fee	20%	25%	30%
RETAINED ASSIGNMENTS			
Retainer Fee	6%	8%	10%
Shortlist Fee	6%	8%	10%
Completion Fee	8%	9%	10%
	20%	25%	30%

## contract fees

DURATION (months)			
Up to 6	30%	35%	40%
7 - 11	25%	30%	35%
12 +	a register search fee charged as per above		

All fees are expressed as a percentage of the first year's "**Gross Annual Remuneration Package**" which term includes salary and all joining inducements, bonuses, profit share, overseas premiums, travel allowances, living accommodation allowances and any other identifiable financial benefits. (The provision of a car is valued at £5,000. Living accommodation allowances are valued at £25,000 in the absence of other information).

### CONTRACT FEES

The Contract Fee due will be calculated as 'x'/12ths of the Gross Annual Remuneration Package multiplied by the appropriate Contract Fee percentage where 'x' denotes the contract duration in months.

### TEMPORARY PLACEMENTS

Please see relevant Terms and Conditions overleaf.

### ADVERTISING, RESEARCH, PSYCHOMETRIC TESTING AND INTERVIEW EXPENSES

The Client shall be charged for all advertising, research and psychometric testing costs together with all agreed travel and interview expenses incurred by a Work-Seeker.

### PAYMENT TERMS

Payment terms are 14 days net. Interest will be payable on overdue sums at the rate from time to time applicable to judgment debts in the High Court.

### VALUE ADDED TAX

Where applicable, VAT or equivalent will be charged at the ruling rate.

### FULL TERMS AND CONDITIONS

These are printed overleaf. All and any business undertaken by MWA for the supply or introduction of Work-Seekers is transacted subject to these terms and conditions, which shall be incorporated into any agreement between MWA and the Client. The entire contract is contained in these terms and conditions. Unless otherwise agreed in writing the Introduction, request for, interview with or Engagement (whichever shall first take place) of the Work-Seeker by the Client is deemed to be the Client's acceptance of these terms and conditions. Any amendment to these terms and conditions must be made in writing and signed by a Director of MWA and an authorised representative of the Client.

### BASIS OF ACTING

Where MWA is undertaking a permanent or contract assignment it shall be acting as an Employment Agency and where it is undertaking a temporary assignment it shall, unless stated otherwise in writing, be acting as an Employment Business.

# terms and conditions

## permanent and contract assignments

### 1. Definitions

“**MWA**” is Martin Ward Anderson Limited and any of its Subsidiaries or Divisions as defined by the Companies Act 1985.

“**Client**” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Work-Seeker is introduced or supplied

“**Engagement**” means the engagement, employment or use of the Work-Seeker by the Client or any third party to whom the Client has introduced the Work-Seeker whether on a permanent, contract or temporary basis and whether under a contract of service or for services or any other direct or indirect engagement and includes an agreement to engage the Work-Seeker in the future and “to engage” shall be construed accordingly.

“**Introduction**” means (i) the Client’s interview of a Work-Seeker in person or by telephone, following the Client’s instruction to MWA to search for a Work-Seeker; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Work-Seeker; and which leads to an Engagement of that Work-Seeker by the Client.

“**Work-Seeker**” means the individual whose services are introduced by MWA to the Client.

### 2. Fees

On a Register Search, the Completion fee shall become payable by the Client on the day the Work-Seeker agrees to an Engagement with the Client. On a Retained Assignment fees will be payable as follows: a retainer fee element immediately upon commencement of the assignment and not returnable under any circumstances; a shortlist fee element, non-returnable, payable upon the presentation to the Client of a minimum of three candidates who in the reasonable opinion of MWA meet the agreed specification; a completion fee element payable on the day a Work-Seeker agrees to an Engagement with the Client. All fees shall be calculated in accordance with the Retainer Fee, Shortlist Fee and Completion Fee.

3. In the event that any Work-Seeker is rejected by the Client or the Work-Seeker rejects an offer of Engagement, if the Work-Seeker is subsequently engaged by the Client within six months of the Introduction, the Client shall pay an introduction fee to MWA calculated in accordance with Clause 2.

4. If the Client introduces a Work-Seeker to another person, firm or corporation resulting in the Engagement of the Work-Seeker by that person, firm or corporation within six months of the Introduction, the Client shall pay the completion fee in accordance with Clause 2 above.

5. If a Retained Assignment is cancelled by the Client, or if, in MWA’s opinion, the Client for any reason materially alters its requirements submitted to MWA, then, in addition to the fees payable in accordance with the scale of fees, the Client shall pay an additional fee of 10% of the stated remuneration package, plus all the agreed advertising costs and other expenses incurred by MWA.

6. When an offer of Engagement has been made in writing by the Client and is subsequently withdrawn by the Client after an acceptance by the Work-Seeker through no fault of the Work-Seeker, the Client shall pay the full permanent or contract fee shown overleaf.

7. When a Client engages an additional Work-Seeker(s) submitted within a shortlist on a Retained Assignment, a permanent fee is payable for each such additional Work-Seeker in accordance with the scale of fees for a Register Search.

8. For Contract Assignments only

i) The Contract Fee shown overleaf shall be due at the start of the Engagement

ii) If the Client wishes to extend the agreed initial period of the contract then a further fee will be payable subject to the same conditions and calculated as if this was a new separate contract assignment with the exclusion of any replacement/rebate as defined in Clause 11.

iii) If at any time the Client wishes to employ the Work-Seeker on a permanent basis, then in addition to the contract fees already paid, the Client shall pay an amount equivalent to the permanent fees less the Transfer Fee Rebate calculated in accordance with Schedule A..

9. The Client agrees to notify MWA immediately of any offer of an Engagement which is made to the Work-Seeker and to notify MWA immediately that an offer of an Engagement to the Work-Seeker has been accepted and to provide MWA with full details of the remuneration package.

10. MWA is able to provide an advertising service to the Client, for which the charges incurred by MWA are payable by the Client. Cancellation of an advertisement will only be accepted by MWA provided that the Client gives sufficient notice to MWA to enable MWA to cancel the advertisement before going to press. The Client shall pay advertising accounts within seven days of the date of invoice.

### 11. Replacement/Rebate

Permanent Placements: In the event that an Engagement is terminated within 12 weeks of the date the Work-Seeker commenced work for the Client MWA shall endeavour to find a replacement at no further cost to the Client except for any additional advertising costs as may be agreed.

If, in the opinion of MWA, a suitable replacement cannot be found MWA shall refund the completion fee paid in the same proportion as the un-worked period bears to 12 weeks (calculations being done to the nearest week). For Retained Assignments only the completion fee element shall qualify for replacement/rebate.

Contract Placements: The appropriate rebate period shall be a number of weeks calculated as one week for each month of initial duration, up to a maximum period of 12 weeks. Any refund will be calculated using the same methodology as that for permanent placements. No rebate period shall apply to any subsequent contract extension or renewal.

Clause 11 will only apply if

- (i) The Client has notified MWA in writing of the termination of the Engagement within 7 days of it taking effect;
- (ii) There shall be no Engagement of that Work-Seeker other than through MWA within 6 months from the date of termination;
- (iii) The termination is not due to redundancy; and
- (iv) All fees have been paid in accordance with these terms and conditions.

**12. Liability:** MWA endeavours to ensure the suitability of any Work-Seeker introduced to the Client however it shall be the Client's responsibility for taking up/verifying references and taking such other steps as may be required to satisfy itself as to the suitability of the Work-Seeker including the existence of relevant work permits, qualifications and undertaking medical checks. The Client must not approach a Work-Seeker's current employer until the Client has made a written offer of Engagement which has been accepted in writing by the Work-Seeker. Any information supplied to the Client by MWA is supplied in good faith based on information given by the Work-Seeker and MWA does not represent or warrant such information to be true. No liability whatsoever is accepted by MWA in respect of the matters referred to in this clause.

13. MWA shall not be responsible for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) arising from or in any way connected to MWA seeking a Work-Seeker for the Client or from any Introduction or Engagement or from any failure to introduce any Work-Seeker or from any negligence, dishonesty, misconduct or lack of skill of the Work-Seeker

14. For Contract Assignments a Work-Seeker provided by MWA is deemed to be under the direction and control of the Client from the time the Work- Seeker reports to take up duties and for the duration of the assignment, and the Client agrees to be responsible to third parties for all acts, errors, and omissions be they wilful, negligent or otherwise as though the Work-

Seeker were the direct employee of the Client, and the Client will in all respects comply with the statutory bye-laws and legal requirements to which the Client is ordinarily subject in respect of all the Client's own staff and will be responsible for the Work-Seekers remuneration and deductions for PAYE and National Insurance.

15. When making an Introduction of a Work-Seeker to the Client MWA shall inform the Client of the identity of the Work-Seeker; that the Work-Seeker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the position; and that the Work-Seeker is willing to work in the position

16. Where information is supplied by MWA to the Client about the Work-Seeker this shall be treated as confidential and must not be disclosed without the prior written consent of MWA which will, where necessary, obtain the consent of the Work-Seeker for any disclosure to a third party.

17. The Client, by accepting these terms confirms that it is aware of the legal and/or professional requirements for the placement and knows of no reason why it would be detrimental to the interests of the Work-Seeker for him/her to undertake the placement.

18. If the Client has any cause for complaint about a Work-Seeker or an invoice MWA must be notified as soon as possible and this must be confirmed by the Client in writing in any event within 7 days of the complaint arising.

# terms and conditions

## temporary assignments

### T1. Definitions

“**MWA**” is Martin Ward Anderson Limited and any of its Subsidiaries or Divisions as defined by the Companies Act 1985.

“**Client**” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Work-Seeker is introduced or supplied

“**Engagement**” means the engagement, employment or use of the Work-Seeker by the Client or any third party to whom the Client has introduced the Work-Seeker whether on a permanent, contract or temporary basis and whether under a contract of service or for services or any other direct or indirect engagement and includes an agreement to engage the Work-Seeker in the future and “to engage” shall be construed accordingly.

“**Introduction**” means (i) the Client’s interview of a Work-Seeker in person or by telephone, following the Client’s instruction to MWA to search for a Work-Seeker; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Work-Seeker; and which leads to an Engagement of that Work-Seeker by the Client.

“**Work-Seeker**” means the individual whose services are supplied by MWA to the Client.

“**Assignment**” means the period during which the Work-Seeker is supplied to render services to the Client;

“**Transfer Fee**” means the fee payable in accordance with clause T6.1(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“**Introduction Fee**” means the fee payable in accordance with clause T6.2(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“**Extended Period of Hire**” means the period calculated in accordance with Schedule A during which the Client shall pay MWA the fees calculated in accordance with Clause T2 below.

### T2. Fees

T2.1 The Client agrees to pay such hourly charges of MWA as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Work-Seeker (to the nearest quarter hour) and comprise mainly the Work-Seeker’s remuneration but also include MWA’s fee calculated as a proportion of the Work-Seeker’s remuneration, employer’s National Insurance contributions, and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges. There shall be a minimum charge of 4 hours for any one Assignment.

T2.2 The charges are invoiced to the Client on a weekly basis and there are no rebates payable.

### T3. Information to be provided

T3.1 When making an Introduction of a Work-Seeker to the Client MWA shall inform the Client of the identity of the Work-Seeker; that the Work-Seeker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Work-Seeker will be employed by MWA under a contract of service or apprenticeship or a contract for services; and that the Work-Seeker is willing to work in the Assignment.

T3.2 The results of the checks remain the property of MWA and it reserves the right not to disclose specific information held in them but only to confirm the suitability or otherwise of the Work-Seeker.

T3.3 Where information is supplied by MWA to the Client about the Work-Seeker this shall be treated as confidential and must not be disclosed without the prior written consent of the Work-Seeker for any disclosure to a third party.

### T4. Timesheets

T4.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign MWA’s time sheet verifying the number of hours worked by the Work-Seeker during that week.

T4.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Work-Seeker because the Client disputes the hours claimed, the Client shall inform MWA immediately. The Client shall at all times co-operate fully and in a timely fashion with MWA to enable MWA to establish what hours, if any, were worked by the Work-Seeker. Failure to sign the time sheet does not absolve the Client’s obligation to pay the charges in respect of the hours worked.

T4.3 The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Work-Seeker. In cases of unsuitable work the Client should apply the provisions of clauses T7.1 and T10 below.

### T5. Payment of the Work-Seeker

MWA assumes responsibility for payment of the Work-Seeker’s remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Work-Seeker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

## T6. Transfer and Introduction fees

T6.1 In the event of the Engagement by the Client of a Work-Seeker supplied by MWA either (1) directly or (2) pursuant to being supplied by another employment business or employment agency, within either:

- The duration of the Assignment; or
- 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
- 8 weeks from the day after the last day the Work-Seeker worked on the Assignment

the Client shall be liable, to either:

a) Subject to electing upon giving 7 days notice, an Extended Period of Hire or

b) A Transfer Fee calculated in accordance with schedule A. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

T6.2 In the event that there is an Introduction of a Work-Seeker to the Client which does not result in the supply of that Work-Seeker by MWA to the Client, but which leads to an Engagement by the Client of the Work-Seeker either directly or pursuant to being supplied by another employment business or employment agency within 6 months from the date of introduction the Client shall be liable, to either:

a) Subject to electing upon giving 7 days notice, an Extended Period of Hire; or

b) An Introduction Fee calculated in accordance with Schedule A. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

T6.3 In the event of the Client introducing a Work-Seeker supplied by MWA to a third party who then employs them, within either:

- The duration of the Assignment; or
- 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
- 8 weeks from the day after the last day the Work-Seeker worked on the Assignment

the Client shall be liable to a Transfer Fee calculated in accordance with schedule A. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

T6.4 There are no reductions to the Extended Period of Hire nor any Transfer/Introduction Fee rebates under clauses T6.2 (a) and (b) and T6.3

## T7. Liability

T7.1 Work-Seekers are engaged by MWA under contracts for services. They are not employees of MWA and are deemed to be under the control, supervision and direction of the Client from the time they report to take up their duties and for the duration of the Assignment. The Client undertakes to supervise the Work-Seeker sufficiently to ensure the Client's satisfaction with the Work-Seekers standard of workmanship.

T7.2 The Client agrees to be responsible for all acts, errors and omissions of the Work-Seeker or other co-worker be they wilful, negligent or otherwise as though the Work-Seeker were the direct employee of the Client. The Client will during all Assignments in all respects comply with all and any statutes, by-laws, codes of practice and other legal requirements (including, but not limited to, Working Time Regulations, Health and Safety and discrimination law) to which the Client is ordinarily subject in respect of the Client's own staff.

T7.3 The Client undertakes to provide adequate Employers and Public Liability insurance cover for the Work-Seeker during the Assignment and to indemnify and keep indemnified MWA against all and any claims, costs and liabilities whether direct or indirect arising out of the Assignment, non-compliance by the Client with Clauses 7.1 and 7.2 and/or as a result of any breach by the Client of this Agreement.

T7.4 The Client shall advise MWA of any special health and safety matters about which MWA is required to inform the Work-Seeker and about any requirements imposed by law or by any professional body, which must be satisfied if the Work-Seeker is to fill the Assignment. The Client will assist MWA in complying with MWA's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by MWA and the Client will not do anything to cause MWA to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Work-Seeker for more than 48 hours in any week, the Client must notify MWA of this requirement before the commencement of that week.

T7.5 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Work-Seeker for the Work-Seeker to fill the Assignment and by accepting these terms and conditions the Client confirms that it is aware of the legal and/or professional requirements for the Assignment.

## T8. Termination

T8.1 The Client undertakes to supervise the Work-Seeker sufficiently to ensure the Client's satisfaction with the Work-Seeker's standards of workmanship. If the Client reasonably considers that the services of the Work-Seeker are unsatisfactory, the Client may terminate the Assignment either by instructing the Work-Seeker to leave the Assignment immediately, or by directing MWA to remove the Work-Seeker. MWA may in such circumstances reduce or cancel the charges for the time worked by that Work-Seeker, provided that the Assignment terminates: -

a) within four hours of the Work-Seeker commencing the Assignment where the booking is for more than seven hours; or

b) within two hours for bookings of seven hours or less;

and also provided that notification of the unsuitability of the Work-Seeker is confirmed in writing to MWA within 48 hours of the termination of the Assignment.

T8.2 Any of the Client, MWA or the Work-Seeker may terminate an Assignment at any time without prior notice and without liability.

T8.3 The Client shall notify MWA immediately and without delay and in any event within 24 hours if the Work-Seeker fails to attend work or notifies the Client that he is unable to attend work for any reason.

T8.4 MWA shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Work-Seeker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause T8.2.

# Schedule A

## Transfer & Introduction Fees

Transfer and Introduction fees are calculated in accordance with the Permanent Placement Fees shown on page 1. If the actual amount of the Gross Annual Remuneration package is not known it shall be calculated as being the hourly charges agreed pursuant to temporary assignments clause T2.1 multiplied by 1800.

## Extended Period of Hire – Section T6.1 (a)

The Extended Period of Hire is 65 weeks less the number of full weeks worked by the Work Seeker during the Engagement, subject to a minimum Extended Period of Hire of 13 weeks and a maximum Extended Period of Hire of 52 weeks.

## Extended Period of Hire – Section T6.2 (a)

The Extended Period of Hire is 52 weeks.

## Transfer Fee Rebates

Temporary Assignments - Any rebate is calculated by reference to the full number of weeks worked on the Assignment by the Work Seeker. The Transfer Fee is reduced by 1/52 for each full week worked in excess of 13 weeks, subject to a minimum Transfer Fee of 13/52 of the applicable Permanent Fee.

Contract Assignments - Any rebate is calculated by reference to the full number of months worked on the Assignment, or continuous Assignments, by the Work Seeker as follows-

Months Worked	Rebate
Up to 3	0%
4 – 12	1/9 <sup>th</sup> for each complete month worked in excess of 3 months
more than 12	100%