

Terms and Conditions for the Supply of Permanent Staff

1. Definitions

1.1 In these terms and conditions the following words have the meanings that are assigned to them below:

1.1.1 'Business Day' shall mean any day that is not a Saturday, Sunday or any public or bank holiday in England;

1.1.2 'Candidate' shall mean any individual, firm, corporation or other person that is introduced by Universe Recruitment to a Client in order for them to be considered for an Engagement and, in the case of a corporation or other such person it shall include their employees and officers. It also includes employees of Universe Recruitment Limited who are so introduced;

1.1.3 'Client' shall mean any individual, firm, corporation or other juristic person who approaches or enters in to discussions with Universe Recruitment with a view to Engaging or otherwise employing any Candidate or potential Candidate or to whom the Candidate is introduced by Universe Recruitment Limited for the purposes of an Engagement;

1.1.4 'Engagement' shall mean the engagement, employment, hire or other use of the Candidate by the Client or by any third party on a permanent, temporary or other basis, whether under a contract of service or a contract for services; under an agency, licence, franchise or partnership agreement; or any other engagement; whether directly, indirectly or through a corporation or other such person of which the Candidate is an officer or employee and 'Engaged' shall have a similar meaning;

1.1.5 'Introduction' shall mean either (i) the Client's interview of a Candidate whether in person, by telephone, by video conference or other means and which takes place after the Client's instruction

to Universe Recruitment to search for a Candidate; or (ii) the passing to the Client of a curriculum vitae or any other information concerning the Candidate where that Candidate is subsequently Engaged by the Client and 'Introduced' shall have a similar meaning;

1.1.6 'Universe Recruitment' and/or any of its subsidiary or associated companies, whether or not such company exists at the time this agreement is entered into;

1.1.7 'Month' shall mean a calendar month;

1.1.8 'Remuneration' shall mean base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for their services rendered to or on behalf of the Client or to any subsidiary or associated company or to any third party to whom the Candidate's details were passed by the Client other than the use of a motor car;

1.1.9 'Week' shall mean 7 consecutive days.

2. The Candidate's Suitability & References

2.1 Universe Recruitment will reasonably endeavour to ensure that any Candidate introduced to the Client for the purposes of an Engagement is suitable for the position the Client seeks to fill and, to that end, Universe Recruitment Limited will obtain confirmation of the Candidate's identity, their experience, training and qualifications and their willingness to accept the Engagement. The Client accepts that Universe Recruitment cannot warrant the suitability of the Candidate nor can Universe Recruitment Limited guarantee that it will be able to find a suitable Candidate for the Client's vacant position.

2.2 At the same time as proposing a Candidate to the Client Universe Recruitment Limited will reasonably endeavour to inform the Client of such matters in clause 2.1 as they have been able to confirm at the time. Where such information cannot be given in writing Universe Recruitment will reasonably endeavour to confirm the information in writing to the Client by the end of the third Business Day thereafter, save that where the Candidate is being proposed for a position which is the same as the one in which the Candidate has worked within the previous 5 business days and such

information has already been provided to the Client, Universe Recruitment Limited shall not be required to confirm the information in writing.

2.3 Prior to introducing or supplying any Candidate to a Client, Universe Recruitment will take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law, or by any professional body, which must be satisfied by the Client or the Candidate in order to enable the Candidate to work for the Client in the vacant position which the Client seeks to fill.

2.4 Universe Recruitment will make all such enquiries as are reasonably practicable in the circumstances to ensure that it would not be detrimental to the interests of either the Candidate or the Client for the Candidate to work for the Client in the vacant position which the Client seeks to fill.

2.5 Notwithstanding the foregoing, the Client shall satisfy itself as to the suitability of any Candidate and the Client shall contact any of the Candidate's referees whose details the Client has received before engaging the Candidate. The Client is ultimately responsible for the decision to engage the Candidate.

2.6 Universe Recruitment may agree to provide assistance with such matters, but the Client shall remain solely responsible for obtaining work permits and/or such other permission to work as may be required for the Candidate to be Engaged by the Applicant, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and providing such information or documents about the Candidate to the necessary persons or authorities as may be necessary to satisfy any medical and other requirements, qualifications or permissions required by law of the country in which the Candidate is Engaged to work.

2.7 The Client shall provide Universe Recruitment with details of its identity (including the Client's full name and business address), 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 upon which the Client requires the Engagement to commence, the duration or likely duration of the Engagement, the minimum rate of remuneration, 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 required to give and entitled to receive to terminate the Engagement with the Client.

2.8 Where the Candidate is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill or the work involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or otherwise is in need of care or attention, Universe Recruitment will take all reasonably practicable steps to confirm that the Candidate is not unsuitable for the position concerned and to obtain and offer to provide copies of any relevant qualifications or authorisations of the Candidate as well as two references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client. If Universe Recruitment Limited is unable to do any of the above it shall inform the Client accordingly and further inform them of the steps it has taken to comply with such requirements.

2.9 The Client hereby appoints Universe Recruitment as their agent with authority to contract with the Candidate on their behalf.

3. Fees & Notices

3.1 The Client shall: 3.1.1 pay Universe Recruitment a fee if it Engages or offers to Engage a Candidate within 6 months of their Introduction;

3.1.2 notify Universe Recruitment immediately of its decision to make an offer of an Engagement to the Candidate and provide Universe Recruitment Limited with details of the Remuneration. Universe Recruitment Limited will make the offer on the Client's behalf and notify the Client when its offer of an Engagement to the Candidate has been accepted;

3.1.3 pay Universe Recruitment's fee within 14 days of the date of any invoice presented to the Client by Universe Recruitment Limited. Universe Recruitment will raise an invoice immediately upon the Engagement date by the Candidate or upon the occurrence of any other event in these terms and conditions that renders the Client liable to pay an amount to Universe Recruitment.

3.2 If payment is received late and not within Universe Recruitment's stipulated payment terms:

3.2.1 the Client shall lose its entitlement to any previously agreed refund and shall lose any entitlement under these terms and conditions to a refund or rebate in any circumstances; and

3.2.2 Universe Recruitment will exercise its statutory right to claim interest on any overdue balance and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 or any future re-enactment or subsequent amending or superseding legislation.

3.3 The Client shall raise any invoice queries immediately upon receipt of the invoice, and then confirm these in writing as soon as possible and no later than 30 days of the date of the invoice. If Universe Recruitment is not so informed of any disputed item on an invoice together with the reasons the item is disputed, the Client shall pay the invoice in full. 3.4 The fee payable to Universe Recruitment Limited by the Client following an Introduction resulting in an Engagement will be calculated as a percentage of the Candidate's annual Remuneration in accordance with the scale below.

Scale of fees:

8% flat fee.

3.5 Where the amount of the Remuneration is not known to Universe Recruitment Limited, it will charge a fee calculated in accordance with the scale of fees above on a notional level of Remuneration for the position in which the Candidate has been Engaged as it shall determine after having regard to any information supplied to Universe Recruitment by the Client about the position and market remuneration generally for such positions plus a further 7.5%. Universe Recruitment may, in its sole discretion, subsequently grant a rebate to the Client if the latter is able to demonstrate to Universe Recruitment's satisfaction within one calendar month of the Engagement commencing that the Candidate receives a lower level of Remuneration than was estimated.

3.6 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall pay Universe Recruitment a minimum fee of 50% of the fee that would have been payable had the offer not been withdrawn. If the Client subsequently Engages the Candidate within 4 weeks of withdrawal of the offer, the Client shall pay the difference between any sum that it has paid and the full fee.

3.7 Where the fee has been prorated for an Engagement of less than 12 months duration, if the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 6 calendar months from the date of termination of the first Engagement then the Client shall pay the appropriate fee calculated according to the scale of fees above less any sum it has already paid.

4. Third Parties

4.1 Introductions of Candidates and all information relating thereto are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by Universe Recruitment Limited which results in an Engagement with that third party within 4 weeks of the Introduction shall render the Client liable to pay to Universe Recruitment an amount equivalent to Universe Recruitment's fee as set out in the scale of fees above with no entitlement to any refund or rebate.

5. Advertising Charges

5.1 Where Universe Recruitment or its agents provide an agreed advertising service to the Client, all research, design and production charges are payable by the Client. Advertising charges are payable within 14 days of the date of any invoice rendered. 5.2 Should the Client wish to cancel an advertisement, notice of the cancellation must be provided in writing. Universe Recruitment will endeavour to cancel the advertisement before going to press in order to avoid cancellation charges, however the Client will remain responsible for any costs incurred.

6. Other Charges

6.1 Where Universe Recruitment or its agents agree to assist the Client to obtain work permits, professional registrations, pre-entry clearance or the like for any Candidate, all charges incurred in relation thereto are payable by the Client. Such charges are payable within 30 days of the date of any invoice presented to the Client. The Client shall pay any charges in respect of disbursements to be incurred or which have been incurred immediately upon demand by Universe Recruitment Limited.

7. Refunds and Rebates

7.1 In the event that an Engagement is terminated before the expiry of 4 weeks (including any relevant notice period) from its commencement and the termination is not by reason of the Candidate having been made redundant or having been wrongfully dismissed or unfairly dismissed or otherwise dismissed by the Client for no proper reason, Universe Recruitment will use its reasonable endeavours to find a suitable replacement Candidate for the Client and will do so at no extra charge to the Client provided that the Client has notified Universe Recruitment in writing of the termination within 7 days of its occurrence and the Client has complied with all its obligations under these Terms and Conditions, including but not limited to its obligation to pay Universe Recruitment Limited's invoices within the applicable time periods.

7.2 If the Client is eligible for a replacement Candidate at no charge but Universe Recruitment cannot find a suitable replacement within 4 weeks of being informed of the termination and the Client has complied with all its obligations under these Terms and Conditions, then the client will be entitled to a rebate of fees paid according to the following scale:

Scale of Rebates:

Up to 1 week – 100%

2-4 weeks – 50%

2-4 weeks – 30%

5-8 weeks –10%

8-11 weeks –2%

11-12 weeks –0%

8. Limitation of Liability

8.1 Neither Universe Recruitment nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected to an Introduction or Engagement and, in particular, but without limitation to

the generality of the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

8.2 Failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;

8.2.1 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

8.2.2 any loss, injury, damage, expense or delay incurred or suffered by a Candidate provided that nothing in this clause shall be construed as purporting to exclude or restrict Universe Recruitment Limited's liability to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.

8.3 In consideration of Universe Recruitment entering into an agreement with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify Universe Recruitment Limited in respect of any and all liability of Universe Recruitment for:

8.3.1 any loss, injury, expense or delay suffered or incurred by a Candidate, howsoever caused; and

8.3.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; 8.3.3 provided that this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Introduction or Engagement. 8.4 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of Universe Recruitment Limited set out in these terms and conditions are reasonable and are reflected in the fee payable to Universe Recruitment Limited and shall either accept the risk or insure accordingly.

9. General

9.1 Unless the context requires otherwise, references in these terms and conditions to the singular shall include the plural.

9.2 The headings contained herein are included for convenience only and shall not affect the interpretation of the contents hereof in any way. 9.3 Unless the context requires otherwise, references in these terms and conditions to the singular shall include the plural.

9.4. These terms and conditions shall be 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 by the Client to any third party following an Introduction.

9.5 No variation or alteration to these terms and conditions shall be valid unless the change is approved in writing by one of Universe Recruitment's directors, stating the date on or after which such varied terms shall apply.

9.6 These terms and conditions supersede all previous terms and conditions and shall prevail over any other terms and conditions that the Client may proffer.

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

9.8 These terms and conditions are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

9.9 In Universe Recruitment's dealings with the Client, it acts as an employment agency.

10. Data Protection

10.1 Universe Recruitment complies with the Data Protection Act 1998 ('the Act'). The Client agrees to respect the confidentiality of the information they receive regarding Candidates and to destroy such information, including any copies made, relating to unsuccessful candidates without delay. Clients warrant that they comply with the provisions of the Act and agree to indemnify Universe Recruitment Limited against any and all costs, claims, liabilities and demands arising from any breach by the Client of the Act or any related or similar legislation regarding the personal data of individuals.

Company Name: _____

Name: _____

Position: _____

Date: _____

Signature: _____