

## TERMS AND CONDITIONS OF BUSINESS FOR (CONTINGENCY) ASSIGNMENTS WITH [Enter full name of Client]

These Terms and Conditions of Business (“the Terms”) are effective from [Enter date of Issue] and supersede all previous Terms and Conditions of Business issued under the names of 4exMilitary, ExMilitary Ltd, 4ExForces Ltd and 4exMilitary Jobs Ltd.

### 1. DEFINITIONS

1.1 In these Terms and Conditions of Business (“the Terms”) the following expressions shall, unless the context otherwise requires or as otherwise provided, have the following meaning:

“Candidate”	means the person introduced by the Company to the the Client for an Engagement including any members of the Company’s own staff.
“Company”	means 4exMilitary Jobs Ltd trading as 4exMilitary whose office is at Enterprise House, Ocean Village, Southampton, Hampshire. England SO14 3XB
“Client”	means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Candidate is introduced
“Engagement”	means the engagement, employment or use of the Candidate by the Client or any Third Party on a permanent or temporary basis, whether under a contract of service, contract for services, under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which he is an officer or employee.
“Introduction”	means (i) the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to the Company to search for a Candidate; or (ii) the passing to the Client of a curriculum vitae, candidate profile or other information which identifies the Candidate; and which leads to an Engagement of that Candidate by the Client.
“Remuneration”	includes the basic salary and any guaranteed payment e.g. bonus, uplifts etc, irrespective of the length of the guarantee period.

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms and Conditions of Business are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

These Terms and Conditions of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of a Candidate.

Providing a copy of these Terms have been supplied to the Client (proof of posting, e- mailing or faxing will be deemed as sufficient evidence), and providing the Client has not confirmed in writing, by e-mailing, fax or recorded delivery, that these terms are not acceptable, then the supplying of details on a Candidate, to a Client or prospective Client, who is on the Company's register, shall constitute acceptance by the Client of these Terms and Conditions of Business. The Engagement by a Client, of a Candidate within 12 months of the details being supplied to the Client, shall be deemed to have been made as a result of the Company's Introduction, and the full fee shall become payable accordingly.

All information regarding Candidates and their employers is confidential and will not be passed on to a third party without the permission of the Candidate or employer respectively. If the Candidate is Engaged in another position, as a result either directly, or indirectly, within 12 months of the Company's Introduction to the Client, then the full fee will become due and payable by the Client.

In the event that any consultant or employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Company's employment, the Client shall be liable to pay an Introduction fee to the Company in accordance with paragraph 3.

All work carried out on contingency assignments is subject to these Terms and Conditions of Business except to the extent that they are expressly modified by a particular proposal or letter signed by the Managing Director of the Company who is authorised to agree or modify Terms and Conditions of Business.

Unless otherwise agreed in writing by the Managing Director of the Company these Terms and Conditions of Business shall prevail over any other terms and conditions of business or purchase conditions put forward by the Client.

## 3. NOTIFICATION AND FEE STRUCTURE

The Client agrees to notify the Company immediately of any offer of an Engagement which it makes to the Candidate and to notify the Company immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration package to the Company.

The Company will charge an Introduction Fee in respect of each Candidate. The fee payable is based on a percentage of the Remuneration for the first 12 months of employment and will be confirmed in writing to the Client along with a copy of these Terms and Conditions of Business. Any other charges (including charges for advertising) will be agreed separately in writing and are payable by the Client whether or not a Candidate is Engaged, and are normally invoiced at the time of going to press. Cancellations can only be accepted if sufficient notice is provided before going to press. VAT is payable on all fees and advertising costs at the prevailing rate. No fee is incurred by the Client until the Candidate accepts the offer of an Engagement whether such an offer shall be conditional or not, when the Company will render an invoice to the Client for its fees.

**Interim Appointments** - In the event that the Engagement is for a fixed term of less than 12 months, the Fee will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client Re-Engages the Candidate within 3 months of the termination of the first Engagement, the Client shall be liable to 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 the sooner.

#### **4. PAYMENT TERMS**

The Company will invoice the Client on the day the Candidate accepts the offer of Engagement. The invoice is payable within 14 days of date of invoice (without any deduction by way of set-off or counterclaim or otherwise).

If an offer of Engagement is made and accepted which is subsequently withdrawn by the Client, a placement fee is payable as though the Candidate had commenced employment. The maximum placement fee in such cases is £5000.

If invoices are not paid within 14 days of the invoice date or by the pre-agreed due date:

- The Company is entitled to recover interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Interest is calculated at the rate of 8 per cent above the official dealing rate (the rate announced by the Monetary Policy Committee of The Bank of England)
- All other invoices submitted shall be immediately become due and payable
- The Company shall be entitled to recover on a full indemnity basis any costs incurred by it in collecting overdue payments
- The Company reserves the right to stop work on any assignment if any invoice on any matter shall be overdue for payment

#### **5. CANDIDATE GUARANTEE**

In the unlikely event of a Candidate leaving the Client's employment during the first 13 weeks of employment, then the Company shall endeavour to find one free replacement candidate provided:

- That all invoices have been settled by the due dates
- That the Company have been notified in writing within five working days, of the Candidates departure, with details of the exact nature for their leaving
- That the Company are given the sole opportunity of re-recruiting for the position
- The termination is not due to redundancy or substantive changes to the successful Candidate's conditions of employment
- That the Client or its subsidiary or associated company shall not Engage the Candidate within 12 months from the date of such termination

In the event the vacant position is not required to be filled or filled by some other means other than by the Company, the Company will provide a full credit of the introduction fee by way of a deduction off the invoice for the next placement.

#### **6. SUITABILITY AND REFERENCES**

The Company will use its reasonable endeavours to ensure that any Candidate introduced to the Client is efficient, honest and reliable.

Notwithstanding this the Client shall satisfy himself as to the suitability of the Candidate and the Client shall take up any references on character and ability provided by the Candidate to it or the Company before engaging such Candidate. The Client shall be responsible for validating professional and educational qualifications, obtaining work and other permits if required, for the arrangement of medical examinations and / or investigations into the medical history of any Candidate, and satisfying any medical and other requirements or qualifications required by law of the country in which the Candidate is engaged to work. Permission must be obtained from the Candidate before taking out any references.

## **7. DISCLAIMERS**

Although the Company or any of its consultants or employees take every precaution to ensure a high level of customer service, the Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

## **8. LAW**

These Terms and Conditions of Business shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.