

## Terms of Business

Between  
Qualserv Consulting Ltd  
and Client Company/Organisation

1. These Terms and Conditions of Business are between Qualserv Consulting Ltd (hereinafter called the COMPANY) and the employer Client (hereinafter called the CLIENT) and are deemed to be accepted by the Client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract of service or for services) of an applicant howsoever introduced by the Company.
2. The Client agrees:
  - a) to notify the Company immediately an engagement is accepted
  - b) to pay the fee of the Company, within **30** days of the commencement of the engagement
  - c) to supply to the Company copies of all offer letters to new employees introduced by the company.
3. The fee payable to the Company by the Client for the introduction of an applicant is calculated as a percentage of the annual commencing gross taxable pay and taxable emoluments payable by the Client to the applicant, *exclusive* of any guaranteed bonuses or allowances over and above the applicant's base salary. Fees will be charged in accordance with the scale below:

Total annual salary	% charged
£0-24,999	17.5%
£25,000+	22.5%

4. Should the relevant engagement terminate due to the candidate's gross technical incompetence before the expiry of ten weeks, the fee will be rebated in accordance with the Scale of the Rebate shown below, *providing that* the Client notifies the Company within **7** days of the termination of the agreement and has paid the Company's fee within **30** days of the date of the invoice. Should the Client or any subsidiary or associated company of the Client subsequently re-engage the applicant within the period of six calendar months from the date of termination, a full fee in accordance with Paragraph 3 above becomes payable.

### Scale of Rebate:

- If a candidate leaves in the first week: **100%**
  - Every full or part of a week not worked out of the 10 week rebate period: **10%**
- PROVIDED THAT: if the Client is breach of the Clause 2, no rebate is payable
5. Introductions are confidential and should not be passed on without the Company's written permission. The passing on of an introduction to another employer which results in an engagement renders the Client liable to payment of the Company's fee as set out in Paragraph 3.
  6. An introduction fee calculated in accordance with Paragraph 3 of these terms will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through the Company, even though the introduction may be made indirectly.

- 7.** The Company attempts to introduce a satisfactory candidate. The Client shall satisfy himself as to the suitability of any applicant and shall take up any reference provided by any applicant and /or the Company before engaging such applicant. The Client shall be responsible for obtaining work and other permits, for the arrangements of medical examinations and/or investigations into the medical history of any applicant, and satisfy any medical and other requirements or qualifications required by the law.
- 8.** The Company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Company seeking an applicant for the Client or the introduction by the Company to the Client of an applicant or the engagement of any applicant by the Client introduced by the Company.
- 9.** The Company does not normally offer to pay interview expenses, eg: travel costs, hotel expenses, etc. However, when a particularly suitable applicant is being considered and screened by the Company on behalf of the Client such expenses will be paid if this requested by the Client. The Company will expect reimbursement of such expenses from the Client 'at cost' whether or not the Client subsequently employs the applicant concerned. Receipts will be provided.
- 10.** No variation can be made to these terms without the written consent of a director of the Company.
- 11.** These terms supersede any previous Terms of Business and are valid for 12 months from date of issue.