TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

Between:

Tamstrad Limited (Company No. 16657624)

and

Hiring company (Company No.)

1 DEFINITIONS

1.1 In these Terms of Business, the following definitions apply:

"Applicant"	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency's own staff;
"Client"	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which the Applicant is introduced;
"Agency"	means Tamstrad Limited, company number 16657624
"Engagement"	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee
"Introduction"	means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae/CV or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
"Remuneration"	includes base salary or fees, car allowance or company car (assumed cost an annual amount of £5,000) guaranteed 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 Applicant for services rendered to or on behalf of the Client.

1.2 Unless the context requires otherwise, references to the singular include the plural.

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

2 THE CONTRACT

2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a representative of the Agency, these Terms of Business prevail over any other Terms of Business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3 NOTIFICATION AND FEES

3.1 The Client agrees:

3.1.1 To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;

3.1.2 To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and

3.1.3 To pay the Agency's fee within 30 days of the date of invoice.

3.2 Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 4% of the gross fee for each month (or part thereof) for which the debt remains unpaid beyond the due date. Where the customer does not settle its debt with Tamstrad within the terms agreed, Tamstrad Limited has the right to remove all discounts and revert to standard tariff. Standard tariff for placements being 25% of annual salary. For the avoidance of doubt all discounts are deemed to be a minimum of £5000 per placement.

3.4 The fee payable to the Agency shall be calculated on the candidate's yearly remuneration, including any bonus, commission, car allowance or benefits, in accordance with the Schedule. VAT will be charged where applicable.

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee and rebate will apply pro- rata. If the Engagement is extended beyond the initial fixed term or if the Client engages or re-engages the Applicant within 12 calendar months from the date of termination of the first Engagement or withdrawal of the offer the Client shall be liable to pay 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.

3.6 The Agency's minimum fee for any permanent placement shall be £5,000 plus VAT where applicable. This minimum fee applies to each successful placement, including part-time placements.

4 REFUNDS

4.1 To qualify for the following refund, the Client must pay the Agency's fee within 30 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.

5 CANCELLATION FEE

5.1 If, after the offer of Engagement has been accepted by the Applicant, the Client decides for any reason not to proceed with the appointment prior to the Applicant starting work, the client shall be liable to pay the Agency 50% of the fee in clause 3.4.

6 INTRODUCTIONS

6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.

6.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 12 months from the date of the Agency's Introduction.

6.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged regarding any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

7 SUITABILITY AND REFERENCES

7.1 The Agency endeavors to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

7.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

7.3 The Agency endeavors to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

7.4 The Agency endeavors to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above, the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it. The Client is

responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client

undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant 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 Applicant 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 the Client requires the Applicant to commence, the duration or likely duration of the work; 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 Applicant would be entitled to give and receive to terminate the employment with the Client.

8 SPECIAL SITUATIONS

8.1 Where the Applicant 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 who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

8.2 Where there is a significant adverse change in the client's business which prevents the Employment Business from obtaining sufficient insurance cover over the client's account, the Employment Business may, at its option, insist on immediate payment to bring the account down to a level the Employment Business can obtain insurance on. In the absence of suitable security, the Employment Business can, where it is unable to get sufficient cover from its insurers, terminate credit/business or reduce credit/business to a level it is comfortable with.

8.3 For the avoidance of doubt, a fee will be due from the client if the agencies own staff are directly or indirectly introduced to the client by virtue of their employment with the agency, this fee will be calculated at 50% of the first years' salary with the client and will not be subject to any refund unless expressly agreed in writing before the placement date.

8.4 Where an Applicant is engaged by the Client outside the United Kingdom, the Client shall be solely responsible for ensuring compliance with all applicable employment, labour, immigration, payroll, tax, social security, data protection and regulatory requirements in the relevant jurisdiction. The Agency makes no representation or warranty regarding the Client's compliance with such laws and accepts no liability arising from the Client's failure to comply with them. The Client acknowledges that any offer of

employment, employment contract, onboarding process, right-to-work verification, visa sponsorship, tax withholding, social security registration and ongoing employment obligations shall remain the sole responsibility of the Client

9 LIABILITY

9.1 The Agency 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 Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

10 LAW

10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

I confirm that the information supplied to Tamstrad Limited may be used for Recruitment and Consulting purposes under the UK GDPR and the Data Protection Act 2018 and that Tamstrad limited can advertise vacancies on my behalf.

I confirm that I am authorised to acknowledge and accept the Terms and Conditions of business for the supply of directly employed permanent or contract staff.

SCHEDULE OF FEES:

Rate: 25%
Fee: Calculated on successful candidate's annual remuneration as defined in these terms.
Minimum Fee: £5,000 plus VAT (where applicable) per placement.
Payment Terms: 30 days from date of invoice.

SCHEDULE: SCALE OF REFUND

1 The Scale of Refund below applies only if the Client complies with clause 3.1 of these Terms of Business.
2 Where the Applicant leaves during the first 12 weeks of the Engagement, a refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.
3 Any refund shall be the Client's sole remedy and only applies where Tamstrad is given an exclusive opportunity to refill the position.

Leaving Time	% of fee refunded
Weeks 0-2	90%
Weeks 3-6	75%
Weeks 7-8	50%
Weeks 9-10	25%
Weeks 11-12	10%
After 12 weeks	0%

Acceptance of Terms Without Signature

By engaging with, using, or continuing to use the services provided by Tamstrad Limited, the Client acknowledges and agrees to be bound by the terms and conditions set forth herein, regardless of whether this Agreement is signed. Transmission of these Terms & Conditions by Tamstrad Limited to the Client, whether by email, online posting, or any other form of communication, shall constitute delivery of the Agreement. The Client's use of the services following such delivery shall be deemed conclusive evidence of acceptance of and agreement to these Terms & Conditions.