

## TERMS OF BUSINESS - Recruitment

### 1. The Contract

The arrangement by Parkwell Management Consultants Ltd (Parkwell) of an interview of an applicant introduced by Parkwell with the client shall be deemed to be acceptance of and agreement to these terms and conditions by the client. No alterations shall be made to the conditions of these terms and conditions without the prior written agreement of Parkwell.

All contracts shall be governed by and construed in accordance with the law of England and the Client hereby agrees to accept the non-exclusive jurisdiction of the English Courts.

### 2. Confidentiality

Each party undertakes not to print, publicise or disclose to any third party any confidential information relating to the other party or its operations without the prior consent of the other party. Parkwell agrees to be similarly bound in respect of its involvement with the provision of the Recruitment Service.

### 3. Fees

Fees will become due in the case that any candidate introduced by Parkwell for a specific or alternative position and employed by the client or associate after such introduction. Parkwell's fees are calculated as a percentage of the gross starting salary as follows:

Salary below £30,000:	20%
Salary from and including £30,000, but below £40,000:	25%
Salary in excess of and including £40,000;	30%

Where a car is taken as part of the remuneration package the value of the car is assessed at £4,500 per annum. For example, a candidate who is offered £30,000 plus car will be considered on our scale of fees to have a gross starting salary of £34,500 per annum. If a car allowance is taken the value of the car allowance is added to the salary. Gross starting salary is also deemed to include any guaranteed payments relating to the first year of employment.

### 4. Advertised and Search Assignments

- a) An advertised assignment will include, inter alia, Parkwell producing and agreeing advertising copy, and selecting and booking advertising space for the relevant job vacancy or vacancies. Parkwell will then collate, review and assess all responses, and interview all appropriate candidates.
- b) A search assignment will include, inter alia, Parkwell researching, identifying and then approaching candidates that fulfil the agreed client criteria for the relevant job vacancy or vacancies. Parkwell will then interview all appropriate candidates.

In either case, a fee equivalent to one-third of the rates given in 3 above will be payable on the retention of Parkwell's services.

A short-list fee equivalent to one-third of the rates given in 3 above is payable upon Parkwell presenting a short list of three or more candidates. Acceptance by the client of the short list is defined by the arrangement of first-round interviews for three or more of the candidates presented, whether the short list is presented at one time or over a period of time. The short-list fee also becomes payable when an offer is made to a candidate by the client, whether or not three such interviews have been arranged.

The final third of the fee becomes payable when the successful candidate presented by Parkwell enters the client's employment.

### 5. A Register Search

A register search involves Parkwell searching for appropriate candidates among those already on their database. Parkwell will identify and approach persons that fulfil the agreed client criteria for the relevant job vacancy or vacancies. Parkwell will then interview all likely candidates, and present to the client those they deem most appropriate.

The full fee in accordance with the rates given in 3 above only becomes payable on the employment by the client of a candidate thus presented by Parkwell.

# PARKWELL

Management Consultants Ltd  
8 Laurence Pountney Hill, London EC4R 0BE

Telephone 0207 648 4848  
Facsimile 0207 648 4849  
Email info@parkwell.co.uk

## 6. Payment

The client agrees to notify Parkwell immediately an applicant introduced by Parkwell is engaged. The fee plus any agreed costs will become payable on the day an applicant introduced by Parkwell commences employment with the client. Value Added Tax, where applicable, will be added to the fee note at the current rate. For the avoidance of any doubt, payment of any fee note is due by return.

Interest at the rate of four per cent per annum over the base rate of Barclays Bank Plc from time to time in force will be charged on any sums overdue under the terms of the Contract.

## 7. Refund

In the event of a termination of employment of the appointed candidate, for whatever reason, the following refund scale will apply unless an alternative candidate has been found free of charge:-

Termination up to 7 days from commencement of employment	100%
Termination from 8 days up to 90 days from commencement of employment	50%

No refund will be made in the case where any invoice shall not have been paid within seven days after it shall have been rendered (other than in the case where the client is entitled to a full refund) or if the termination of employment is due to redundancy or if written notice of the termination of a candidate's employment is not given to Parkwell within seven days after such termination.

In the case of advertised or search assignments only the third stage fee is refundable.

## 8. Withdrawal of Offer

Where an offer of employment has been made by a client and is subsequently withdrawn after acceptance by the candidate through no fault of the candidate, the fee calculated according to paragraph 3 of these conditions will be due and payable by the client. Copies of all offers of employment made by clients will be sent to Parkwell at request.

## 9. General Liabilities

Once a candidate introduced by Parkwell is in the client's employment, Parkwell is not liable for the person's misconduct or for any loss, expense or damage that person may cause the client to incur.

Under no circumstance whatsoever shall Parkwell be liable under the law of contract, tort or otherwise for any loss of profits or contracts or any indirect or consequential loss or damage.

Parkwell shall endeavour to ensure the suitability of any applicant introduced to the client and to maintain a high standard of service and integrity, but Parkwell makes no warranty, express or implied, as to the suitability of any applicant introduced to the client.

## 10. References

The client shall be responsible for taking up any reference (including the confirmation of any professional or academic qualifications) and shall satisfy itself as to the suitability of any applicant prior to the engagement of an applicant by the client. The client shall be responsible for arranging all medical examinations and investigations of the applicant and shall be responsible for obtaining any work and other permits.

## 11. Employment of Staff

Both parties agree that, with effect from the date of the commencement of the provision of the services until twelve months after the completion of those services, they will not solicit or employ any employee of the other party who has been associated directly or indirectly with the services provided without the other party's prior agreement in writing.

In the event that the client shall breach this term the client shall be liable to pay a fee calculated according to the then current standard recruitment fee charged by Parkwell as in paragraph 3 above.

## 12. Force Majeure

Neither party shall be liable for any delay in meeting or for failure to meet its obligations under the contract due to any cause beyond its reasonable control.