

PERMANENT FEE STRUCTURE

1. DEFINITIONS

1.1 In these Terms of Business ("Terms") the following definitions apply:

"Applicant" means the person introduced by the Agency to the Client for an Engagement (including any officer or employee or representative of the Applicant if the Applicant is a limited company) and/or members of the Agencies own staff;

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Acts to whom the Applicant is introduced;

"Agency" means trading as Imperial Professionals, Imperial Workforce, Imperial Technical Recruitment, or Imperial Drivers, of The Imperial Centre, Grange Road, Darlington, acting as an employment agency;

"Engagement" means the engagement, employment or use of the Applicant in any capacity by the Client or any third party on a permanent or temporary basis, whether direct or otherwise, whether under a contract of service or for services or on any other basis;

"Introduction" means (i) the Client's interview of an Applicant in person or by telephone, following its instruction to the Agency to search for an Applicant; or (ii) the Agencies passing to the Client a curriculum vitae or other information which identifies the Applicant; and which leads to an Engagement of that Applicant;

"Remuneration" includes the full time equivalent of the base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and other taxable (and, where applicable, nontaxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client or any third party.

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

1.3 The headings in these Terms 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 information about an Applicant to any third party following an Introduction.

2.2 These Terms contain the entire agreement between the Agency and the Client and unless otherwise agreed in writing by one of the Agencies directors, these Terms prevail over any other terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration of these Terms will be valid unless 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 given to the Client stating the date on or after which such varied terms shall apply.

3. INTRODUCTION AND FEES

3.1 The Client agrees

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

3.1.2 to notify the Agency immediately that the Clients offer of and Engagement to the Applicant has been accepted and to provide the Agency with details of the Remuneration; and

3.1.3 to pay the Agencies fee within 14 days of the invoice date.

3.2 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company the agreed fee as per the 'scale of fee' outlined below plus VAT.

3.3 The Client accepts the Agency's reserved statutory right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (together with any and all additions and/or amendments thereto) and the Late Payment of Commercial Debts Regulations 2002 (together with any and all additions and/or amendments thereto) if the Agency is not paid according to its agreed credit terms.

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Agencies accompanying Scale of Fees which is based on annual Remuneration at the commencement of the Engagement. VAT is payable in addition to the fee.

3.5 If there are exceptional circumstances (commission etc) where an annualised pay figure cannot be determined at outset, before any Introduction the Agency will agree with the Client (and confirm in writing) a pay figure on which the Agency's fee will be based.)

3.6 A fee in accordance with clause 3.4 will be payable 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 6 months of the date of the Agencies Introduction.

3.7 Introductions of Applicants are confidential. 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 6 months of the Introduction renders the Client liable to payment of the Agencies fee as set out in clause 3.4 with no entitlement to any refund.

3.8 If the Remuneration is not ascertainable {(or agreed in accordance with clause 3.5 above)} the Agency will charge a fee calculated in accordance with clause 3.4 on a minimum level of remuneration applicable for the position in which the Applicant is engaged having regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

3.9 If the Client receives details of an Applicant from another agency the Client must advise the Agency without delay.



4. REFUNDS

4.1 To qualify for a refund guarantee under this clause the Client must pay the Agencies fee within 14 days of the date of the 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 8 weeks the Agency has 4 weeks to source a free of charge replacement. Should a suitable replacement not be successfully appointed then the agencies fee will be refunded as set out in the Scale of Fees.

5. INFORMATION TO BE PROVIDED

5.1 To enable the Agency to comply with its obligations under these Terms the Client undertakes to provide the Agency with details of the position it seeks to fill, including the type of work the Applicant will be required to do; location and hours of work; experience, training, qualifications and any authorisation the Client considers necessary or which is required by law or any professional body for the Applicant to possess in order to work in the position; 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 it requires the Applicant to commence, the duration or likely duration of the work; the Remuneration, expenses and any other benefits offered; the intervals of payment of Remuneration and the length of notice the Applicant is to give and entitled to receive to terminate the employment with the Client.

5.2 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Applicants for the Applicant to work in the position the Client is seeking to fill.

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

6.2 When proposing an Applicant to the Client the Agency will inform the Client of such matters in clause 6.1 as it has obtained confirmation of. Where such information is not given in paper form or by electronic means it will be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and Public or bank holidays) following, save where the Applicant is being proposed for 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.

6.3 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and the Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position the Client seeks to fill and to ensure it would not be detrimental to the Clients interests or the Applicants interests to work in the said position.

6.4 Notwithstanding clauses 6.1, 6.2 and 6.3 above, the Client shall satisfy itself as to the suitability of Applicants before engaging the Applicant.

6.5 Where the Applicant is required by law, or any professional body, to have any qualifications or authorisations to work in the position the Client seeks to fill or the work involves caring for or attending one or more persons under the age of 18, 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 of the Applicant, and all other reasonably practical steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do ny of the above it shall inform the Client of any steps taken to obtain this information.

6.6 The Agency shall notify the Client immediately if, within 3 months of the Engagement of an Applicant, it receives or otherwise obtains information which gives it reasonable grounds to believe the Applicant is or may be unsuitable for the position in which the Applicant is employed.

7. LIABILITY

7.1 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 or Engagement of any Applicant by the Client. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

8.1 These Terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

SCALE OF FEES

Salary	Fee % of full remuneration package
£10,000 to £14,999	12%
£15,000 to £19,999	15%
£20,000 to £29,999	20%
£30,000 upwards	25%

Permanent Placement Credit Note Policy:

In the event that a permanent placement may be unsuccessful, not due to redundancy or withdrawal of offer, Imperial will provide either a like for like replacement member of staff at no additional cost, or a rebate based on the scale as detailed in the table below. The free replacement member of staff will not qualify for any further rebate terms.

Number of Weeks	Rebate
1 - 2	75%
3 - 6	50%
7 - 8	25%



TEMPORARY FEE STRUCTURE

Terms of business for the introduction and supply of agency workers (PAYE)

1. DEFINITIONS

1.1 In these Terms of Business ("Terms") the following definitions apply:

"Agency Worker" means the person introduced by the Agency to render services to the Client;

"Assignment" means the period during which the Agency Worker is supplied to render services to the Client;

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Acts to whom the Agency Worker is supplied or introduced;

"Agency" means The Imperial Recruitment Group of Imperial Centre, Grange Road, Darlington, acting as an employment business;

"Engagement" means any engagement, employment or use of the Agency Worker in any capacity by the Client on a permanent or temporary basis, whether direct or otherwise;

"Introduction" means (i) the Client's interview of an Agency Worker in person or by telephone, following its instruction to the Agency to search for an Agency Worker; or (ii) the Agency's passing to the Client a curriculum vitae or other information which identifies the Agency Worker; and which leads to an Engagement of that Agency Worker;

"Introduction Fee" means the fee payable in accordance with clause 7 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"Relevant Period" means during an Assignment or the later of either 14 weeks from the first day* on which the Agency Worker is supplied by the Agency to work for the Client, or 8 weeks from the day after the Agency Worker is last supplied by the Agency to the Client;

(*the first day of the first occasion of supply or the first day of any subsequent Assignment if more than 42 days since the end of the previous Assignment.)

"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and other taxable (and where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services rendered to or on behalf of the Client or any third party.

"Transfer Fee" means the fee payable in accordance with clause 7 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

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

1.3 The headings in these Terms 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 for the supply of Agency Worker services by the Agencies to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of, an Agency Worker or the passing of any information about an Agency Worker to any third party following an Introduction.

2.2 These Terms contain the entire agreement between the Agency and the Client and unless otherwise agreed in writing by one of the Agency's directors, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration of these Terms will be valid unless 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 given to the Client stating the date on or after which such varied terms will apply.

3. CHARGES

3.1 The Client agrees to pay the Agencies hourly charges as notified to and agreed with the Client. Charges are calculated according to the number of hours worked by an Agency Worker (to the nearest quarter hour). Charges comprise mainly Remuneration but also include the Agencies commission, employer National Insurance contributions and statutory holiday pay calculated as a percentage of Remuneration. Other reasonable expenses as may be agreed will be itemised on the Agencies invoice in addition to hourly charges. VAT is payable on the entirety of these charges and on any fees payable under these Terms.

3.2 If the Client reduces or cancels bookings less than 2 hours before the commencement of an Assignment, the Agency reserves the right to make a charge equivalent to 4 hours being worked by each Agency Worker booked for an Engagement, at an hourly charge rate agreed for the booking.

3.3 Charges are invoiced weekly and are payable as per Terms stated in the Account Application form completed and signed by the client. The Client accepts the Agency's reserved statutory right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (together with any and all additions and/or amendments thereto) and the Late Payment of Commercial Debts Regulations 2002 (together with any and all additions and/or amendments thereto) if the Agency is not paid according to its agreed credit terms. Payment must be made without deduction or set off.

3.4 There are no rebates payable in respect of the Agencies charges.



4. INFORMATION TO BE PROVIDED

4.1 The Client will advise the Agency of any special health and safety matters about which the Agency is required to inform Agency Workers and about any requirements imposed by law or by any professional body, which must be satisfied by the Agency Workers accepting the Assignment. The Client will assist the Agency in complying with its duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by it and the Client will not do anything to cause the Agency to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of an Agency Worker for more than 48 hours in any week, it must notify the Agency of this requirement before the commencement of that week. For avoidance of doubt, a normal working week will commence on Monday.

4.2 The Client will undertake that it knows of no reason why it would be detrimental to the interests of the Agency Worker to fill the Assignment.

4.3 The Client will confirm that the Agency Worker will not undertake any duties normally performed by a worker who is taking part in official strike action or by any other worker assigned to replace the worker taking such action.

4.4 When making an Introduction of an Agency Worker to the Client, the Agency will inform the Client of the Agency Workers identity, that they have the necessary or required experience, training, qualifications and any authorisation required by law or professional body to work in the Assignment; and that they are willing to work in the Assignment.

4.5 During an Assignment the Agency will notify the Client immediately if it receives or otherwise obtains information which indicates that an Agency Worker supplied to the Client may be unsuitable for an Assignment; the Agency will make further enquiries as are reasonably practicable and inform the Client of the outcome of those enquiries.

5. TIME SHEETS

5.1 At the end of each week of an Assignment (or at the end of an Assignment where it is for a period of one week or less or is completed before the end of a week) the Client will sign the Agency's time sheet verifying the number of hours worked by the Agency Worker during that week.

5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication because it disputes the hours claimed, it will inform the Agency as soon as is reasonably practicable and co-operate with the Agency to establish what hours, if any, were worked. Failure to sign the time sheet does not absolve the Client's obligation to pay charges in respect of the hours worked.

5.3 The Client is not entitled to decline to sign a time sheet on the basis that it is dissatisfied with the work performed by an Agency Worker. In cases of unsuitable work, the Client should apply the provisions of clause 10.1 below.

6. PAYMENT OF AGENCY WORKERS

6.1 The Agency assumes responsibility for paying Agency Workers and, where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Workers pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003. For the avoidance of doubt, the Agency also assumes responsibility for the payment of paid leave required under the Working Time Regulations 1998.

7. TRANSFER AND INTRODUCTION FEES

7.1 In the event of an Engagement (or Introduction) of an Agency Worker supplied by the Agency either (1) directly by the Client or (2) by the Client pursuant to being supplied by another employment business, within the Relevant Period, the Client will become liable to pay a Transfer Fee (or Introduction Fee) calculated as a percentage of Remuneration at the commencement of the Engagement in accordance with the Agency's accompanying Scale of Fees unless the Client elects to give the Agency 91 days' notice to take an extended period of hire (or period of hire) of the Agency Worker in accordance with its accompanying Scale of Fees, during which the Agency will be entitled to charge the fees as set out in clause 3 above for each hour the Agency Worker is so employed or supplied.

7.2 If an Agency Worker is introduced by the Client to a third party which results in the Engagement of an Agency Worker by the third party within the Relevant Period the Client will be liable to pay a Transfer Fee (or Introduction Fee) as detailed in clause 7.1 above.

8. LIABILITY

8.1 Whilst the Agency makes every effort to give satisfaction by ensuring reasonable standards of skills, integrity and reliability from Agency Workers and further to provide them in accordance with booking details, it is not liable for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

8.2 The Agency Workers the Agency supplies are engaged by the Agency under contracts for services. They are not the Agencies employees, and are deemed to be under the Clients supervision, direction and control from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Agency Workers whether wilful, negligent or otherwise as if the Agency Workers were on its own payroll. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations 1998, Health and Safety at Work Act etc, bye-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of its own staff (excluding the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate Employers and Public Liability Insurance cover for Agency Workers during all Assignments. 8.3. The Client will indemnify the Agency and keep it indemnified against any costs, claims and liabilities incurred by the Agency arising out of any Assignment or arising out of non-compliance with clauses 8.2 and/or as a result of any breach of these Terms by the Client.



9. SPECIAL SITUATIONS

9.1 Where an Agency Worker is required by law, or any professional body, to have any qualifications or authorisations to work on an Assignment or an Assignment involves caring for or attending one or more persons under the age of 18 or any person who by reason or 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, and all other reasonably practicable steps to confirm that the Agency Worker is suitable for the Assignment. If the Agency is unable to do any of the above it will inform the Client of the steps taken to obtain this information in any event.

10. TERMINATION

10.1 The Client undertakes to supervise the Agency Worker sufficiently to ensure its satisfaction with the Agency Workers standards of workmanship. If the Client reasonably considers that the services of the Agency Worker are unsatisfactory, it may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Agency to remove the Agency Worker. In such circumstances the Agency may reduce or cancel the charge for the time worked by that Agency Worker, provided that the Assignment terminates within 4 hours from the commencement and the Client tells the Agency within 3 working days.

10.2 The Agency Worker or the Client or the Agency may terminate an Assignment at any time without prior notice and without liability.

10.3 The Client will notify the Agency immediately and without delay and in any event within 4 hours if the Agency Worker fails to attend work or notifies the Client that they are unable to attend work for any reason.

10.4 The Agency will notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe the Agency Worker supplied to the Client is unsuitable for Assignment and will terminate the Assignment under the provisions of clause 10.2.

11. LAW

11.1 These Terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

PAYMENT TERMS & CONDITIONS OF ACCOUNT

Imperial Recruitment Group shall be entitled to invoice the Client for the price of the Services at any time prior to, on or following the supply of Services.

a. Until a credit account has been opened by Imperial Recruitment Group in favour of the Client (in which the case the provisions of clause 5(d) shall apply), the Client shall pay the price for the Services on or prior to payment and (where applicable) upon receipt of the invoice.

b. The time of payment of the price shall be of the essence of any contract between Imperial Recruitment Group and the Client.

c. A Client in whose favour a credit account has been opened shall, unless otherwise agreed in writing by Imperial Recruitment Group, pay the price for the Services as per Terms stated in the Account Application form completed and signed by the client.

d. Regardless of the method of payment used by the Client, no payment shall be deemed to have been received until Imperial Recruitment Group has received cleared funds. All payments payable to Imperial Recruitment Group under the contract between Imperial Recruitment Group and the Client shall become due immediately on its termination despite any other provision.

e. Where payment is not made by the due date, regardless of its other remedies, Imperial Recruitment Group shall be entitled to (i) cancel the contract between Imperial Recruitment Group and the Client or suspend any further supply of services to the Client; and (ii) claim interest and /or compensation for reasonable debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, the Late Payment of Commercial Debts Regulations 2013 and the Late Payment of Commercial Debts (No. 2) Regulations 2013.

f. In the event that Imperial Recruitment Group is, for whatever reason, unable to claim interest and/or compensation in accordance with condition 5(f), Imperial Recruitment Group reserves the right to charge the Client interest (both before and after any judgment) on the amount unpaid at the rate of 4% (four per cent) per annum above the base rate from time to time of the Bank of England, accruing on a daily basis until payment is made in full, and for such purposes, the Client and Imperial Recruitment Group agree that such rate is reasonable and reflects a genuine estimate of the loss Imperial Recruitment Group would incur as a result of any default by the Client to make payment on the due date.

g. If any payment is dishonoured or countermanded by the Client, Imperial Recruitment Group shall have the right to charge the Client an administration fee of £25.00 (or such other fee as may be notified to the Client from time to time).

h. Any claim by the Client that an invoice rendered by Imperial Recruitment Group is in the incorrect amount or contains any other error must be notified to Imperial Recruitment Group in writing within 7 days of the date of the invoice. If the Client does not notify Imperial Recruitment Group accordingly, the Client shall not be entitled to claim that the invoice is incorrect or contains any other error whatsoever.

