

'Luperon'
41 Aintree Drive
Rushden
Northamptonshire
NN10 0YS

Standard Recruitment Terms & Conditions

(1) NDO CONSULTANTS of "Luperon", 41 Aintree Drive, Rushden, Northants. NN10 0YS and THE CLIENT beinghereinafter called the Parties (Party) wish to enter into an Agreement (hereinafter called "the Agreement") for the recruitment of staff for THE CLIENT by NDO CONSULTANTS. Such staff to be specified by THE CLIENT to the requirements of clause (4)

Scope of Agreement

(2) The Parties hereby agree that this Agreement will govern every Engagement (hereinafter called "the engagement") by THE CLIENT of every applicant (hereinafter called ("the Applicant") identified to the client by NDO CONSULTANTS.

Acceptance and Authority to Act

(3) These terms are deemed to be accepted by THE CLIENT in respect of each Applicant with effect from identification by NDO CONSULTANTS to THE CLIENT of the relevant Applicant. THE CLIENT authorises NDO CONSULTANTS to act on its behalf in seeking Applicants and, if THE CLIENT so requests, shall advertise for such Applicants through such methods as are agreed with THE CLIENT.

Standards Required

(4.1) THE CLIENT agrees to provide to NDO CONSULTANTS with sufficient information to enable NDO CONSULTANTS to assess the suitability of each relevant Applicant for each relevant Engagement. In this regard, THE CLIENT in particular agrees to provide the following information:

- a) The date on which it is proposed that the Engagement should begin, and the duration, or likely duration, of the Engagement;
- b) The position to be filled, including the type of work which the relevant Applicant would be required to do, the location at which and the hours during which he or she would be required to work;
- c) Any risks to health or safety relevant to the Engagement, and what steps have been taken by THE CLIENT to prevent or control such risks;
- d) The experience, training, qualifications and any authorisation which are necessary (or which are required by law or by any professional body) for the relevant Applicant to possess in order to work in the position, and any expenses payable by or to the relevant Applicant;
- e) The rate of pay and any other benefits to be offered in respect of the relevant position, and the intervals at which the Applicant would be paid; and where applicable, the length of notice which a successful Applicant would be required to give and entitled to receive, to end the Engagement.

The client agrees to provide the above information in writing and in good time before the commencement of the Engagement.

(4.2) Subject to provision to NDO CONSULTANTS of all the information referred to in clause (4.1), NDO CONSULTANTS shall take reasonably practicable steps to ensure that the Applicant is aware of all applicable requirements for the Engagement.

(4.3) NDO CONSULTANTS shall make reasonable endeavours to ensure the suitability of the relevant applicant for the Engagement. However, THE CLIENT must also satisfy itself as to the suitability of the relevant Applicant and shall be responsible for taking up and/or confirming any references (including the confirmation of any professional or academic qualifications or any authorisation required by law) provided by the relevant Applicant and/or NDO CONSULTANTS before engaging such Applicant.

(4.4) THE CLIENT shall be responsible for obtaining work and other permits, for the arrangement of any medical examinations and/or investigations into the medical history of any Applicant to satisfy any medical and other requirements or qualifications required by law.

Introduction Fee: When Payable

(5.1) An introduction fee, calculated in accordance with clause (6) below (Introduction Fee), will be payable by THE CLIENT to NDO CONSULTANTS in respect of any Engagement subsequent to identification by NDO CONSULTANTS to THE CLIENT (whether orally or otherwise) of the relevant Applicant.

(5.2) THE CLIENT agrees to notify NDO CONSULTANTS in writing of the acceptance by the relevant Applicant of an Engagement together with details of the Applicant's gross remuneration (see (6.2) below), as soon as practicable following such acceptance.

(5.3) The Introduction Fee is payable within 14 days of the date of the relevant invoice from NDO CONSULTANTS to the client.

Introduction Fee: Method of Calculation

(6.1) The Introduction Fee shall be a percentage (as set out at clause 6.3 below) of the gross remuneration payable to the relevant Applicant following the start of the relevant Engagement, subject to a minimum of £1,800. "Gross remuneration" is defined in clause (6.2) below.

(6.2) "Gross remuneration" shall mean the first year's equivalent annualised remuneration, before the deduction of INCOME TAX and NHS

(6.3) For the purpose of clause (6.1) above, the percentage will be as follows:

- Where the gross remuneration is up to £40,000 (forty thousand pounds sterling) 20%
- Where the gross remuneration is above £40,000 (forty thousand pounds sterling) 25%

Introduction Fee: Refunds

(7.1) Subject to clause (7.2), if the relevant Applicant leaves THE CLIENT'S employment within 12 weeks of commencement for any reason (other than through redundancy, constructive or un-lawful dismissal), NDO CONSULTANTS shall endeavour to seek one replacement at 50% (fifty per cent) of the fees identified in clause (6) above. If NDO CONSULTANTS are unable to find a replacement THE CLIENT shall receive a credit against the fee paid which shall be calculated as a proportion of the introduction fee as follows:-

- If the departure is less than 8 weeks following commencement: 50%
- If the departure is 9 weeks or more but less than 12 weeks following Commencement: 25%

(7.2) No refund is payable in any circumstances, however, unless:

- The relevant departure is notified by the client to NDO CONSULTANTS in writing within 7 (seven) days and
- THE CLIENT has paid to NDO CONSULTANTS the Introduction Fee in full within 14 days of the date of the relevant invoice.

(7.3) Should THE CLIENT subsequently engage the Applicant within the period of twelve calendar months from the relevant date of departure, a full Introduction Fee calculated in accordance with clause (6) above becomes payable, notwithstanding any previous fees paid to NDO CONSULTANTS. For the avoidance of doubt, there shall be no entitlement to a refund of any kind following such subsequent Engagement.

Liability

(8.1) Subject to clause (8.3) below, NDO CONSULTANTS shall not be liable to THE CLIENT arising out of or in connection with this Agreement or in relation to the engagement or use of the Applicant for (i) any loss of or damage to profit, revenue, savings, data, use, contract, goodwill or business or (ii) any indirect or consequential loss or damage, in each case howsoever caused or arising.

(8.2) Claims by either Party on the other Party for any direct loss or damage to profit, revenue, savings, data, use, contract, goodwill or business, arising out of this Agreement, caused by either Party's negligence shall be limited to the value of this Agreement.

(8.3) Nothing in this Agreement shall limit or exclude either Party's liability for fraud or for death or personal injury caused by the negligence or gross misconduct of either Party, or to the extent otherwise not permitted by law.

Indemnity

- (9) THE CLIENT shall indemnify and keep indemnified NDO CONSULTANTS against any costs, claims or liabilities incurred directly or indirectly by NDO CONSULTANTS arising out of any Engagement including (without limitation) as a result of:
- a) Any breach of this Agreement by THE CLIENT and
 - b) Any breach by the client of any applicable statutory provisions (including without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity

Termination

- 10) This Agreement will be terminated when;
- a) The Applicant has worked for THE CLIENT for a period of 12 (twelve) calendar weeks
 - b) A period of 12(twelve calendar months has elapsed from the date of this Agreement without an Applicant being accepted by THE CLIENT for employment.
 - c) Both Parties mutually agree to terminate the Agreement.

Entire Agreement/ Variation

(11) This Agreement constitutes the entire and only legally binding agreement between the Parties relating to the Engagement, and replaces any previous agreements or arrangements. No variation to these terms on behalf of NDO CONSULTANTS can be made otherwise than in writing signed by a Partner of NDO CONSULTANTS

Waiver

(12) Any failure by NDO CONSULTANTS to enforce at any particular time any one or more of the terms of this Agreement shall not be deemed a waiver of such rights or of the right to subsequently enforce the terms of this Agreement.

Headings

(13)Headings contained in this Agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

Validity

14)If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.

Force Majeure

(15)NDO CONSULTANTS shall have no liability for any delay or failure in performance of its obligations to THE CLIENT where this arises from matters outside its reasonable control.

Third Parties

(16) No provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.

Overdue Debts

(17) NDO CONSULTANTS may charge interest on all overdue debts under this Agreement at the rate of 2% per month. NDO CONSULTANTS will take legal steps to recover overdue debts of more than (3) three calendar months duration.

Governing Law

(18) This Agreement shall be governed by and construed in accordance with the laws of England and the Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Signed..... Date

For and on behalf of NDO CONSULTANTS

Signed Date

For and on behalf of