

## THE TERMS OF AGREEMENT FOR PERMANENT RECRUITMENT

This Agreement (hereinafter to be called "the Agreement") is made

BETWEEN: IT Network Group Limited (hereinafter to be referred to as "ITN Group") AND: The Client (hereinafter to be called "the Client").

1. ITN Group is an employment agency in the business of introducing skilled Information Technology Candidates to Clients in all sectors of Industry for permanent appointment with them.
  2. To enable ITN Group to introduce suitable Candidates, the Client must provide ITN Group with all relevant information on its vacancies including the anticipated start date, the position and type of work required, the experience, training and qualifications necessary for the position, the anticipated salary and benefits package, employee/employer notice period requirements and any known risks to health and safety.
  3. The Client is responsible for checking a Candidate's references relating to his/her qualifications, skills, character and experience and seeing that the legal and medical requirements relating to a Candidate have been met and for obtaining a work permit when necessary. ITN Group provides an introductory service only, they do not make any checks on Candidates and neither do they provide any assurances as to a Candidate's suitability both technically or otherwise.
  4. The said Terms of Agreement will constitute the only contract between ITN Group and the Client.
  5. The said Terms of Agreement can be varied only by written Agreement between ITN Group and the Client.
  6. An introduction of a Candidate shall be deemed to have taken place when ITN Group provides to the Client any information which identifies a Candidate. The Agreement comes into effect upon an introduction taking place.
  7. If an appointment of a Candidate is made by the Client within 12 months of an introduction ITN Group's fees as set out in Clause 12 below become payable.
  8. An appointment takes place whether a Candidate is engaged on a temporary basis or employed on a permanent basis.
  9. An introduction is strictly confidential. If the Client passes on details of a Candidate to a 3rd party which results in the appointment of a Candidate by the 3rd party, the Client shall pay ITN Group a fee of 40% of the anticipated first year's remuneration of the Candidate. A third party includes, but is not limited to any associated company, subsidiary or other company with which the Client is connected.
  10. The Client shall notify ITN Group immediately an appointment of a Candidate is made and shall provide ITN Group with full details of the appointment and a copy of any job offer made by the Client to the Candidate. The Client agrees to supply ITN Group with any required Purchase Order within 14 days of the appointment of a Candidate. Where the Client fails to do so ITN Group is authorised to invoice the Client without an accompanying Purchase Order.
  11. ITN Group's fee is calculated as a percentage of the anticipated first year's total remuneration of a Candidate, which means a Candidate's taxable gross remuneration including, but not limited to, any guaranteed bonus or commission, car allowance and weighting allowance. The Client shall provide to ITN Group a full statement of the total remuneration to be received by a Candidate.
  12. ITN Group's fees are:

£0 to £24,999	@ 22.5%
£25,000 to £29,999	@ 25%
£30,000 to £39,999	@ 30%
£40,000 and above	@ 35%
- ITN Groups's fees become payable on the appointment of a Candidate, including any appointment as detailed in Clauses 7, 8 and 9. An appointment takes place whether or not such appointment is conditional upon the passing of a probationary period. Should the Client fail to advise ITN Group of the appointment within 14 days of the start date of the Candidate, as detailed in Clause 10, a fee becomes payable at 40% of the anticipated first year's remuneration of the Candidate.
13. An invoice is payable within 14 days of its date of issue, after which the Client shall pay to ITN Group a compensation payment and statutory interest (calculated monthly) on the sum due in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
  14. The Client shall bear the legal costs incurred by ITN Group if an invoice is not paid or if it is paid after 14 days have elapsed since it was issued by payment.
  15. A fee rebate schedule will be agreed between the Client and ITN Group.
  16. No rebate shall be payable if:-
    - (i) an appointment is rescinded for no good reason;
    - (ii) ITN Group is not notified in writing within 14 days of the termination of the appointment together with the reasons for it;
    - (iii) the fee is not paid to ITN Group within 28 days of the tendering of the invoice;
    - (iv) the cause of termination has no bearing on the Candidate's qualifications, capability or conduct;
    - (v) the Candidate is made redundant.