

## **TERMS OF BUSINESS**

### **FOR THE RECRUITMENT OF PERMANENT STAFF**

In these terms the following expressions shall have the following meanings:-

"Metaskil" means Metaskil Limited (company registration number 2027199)

"The Client" The person firm or company to whom any Applicant is introduced by Metaskil

"The Applicant" Any person introduced to the Client by Metaskil for a permanent post

By interviewing an Applicant the Client shall be deemed to have accepted Metaskil's Terms of Business and shall be liable to pay Metaskil's fees as hereinafter set out.

Conditions and Terms of Business are between Metaskil and the Client.

### **INTRODUCTION OF PERSONNEL FOR PERMANENT EMPLOYMENT**

All introductions are confidential. The passing on of an introduction to another employer which in turn results in an engagement renders the Client liable to full payment of the fee as set out below.

An introduction fee will be calculated in accordance with our scale of fees and will be charged in relation to any Applicant being engaged as a result of an introduction by or through Metaskil even though the introduction may be made indirectly.

Metaskil will make all reasonable efforts to ensure the suitability of Applicants but the Client is advised to check references and to interview Applicants. Metaskil makes no warranty as to the suitability, abilities and competence of any Applicant.

Metaskil shall not be liable for the acts or omissions of any Applicant engaged by the Client or for any loss, injury or damage (whether of a direct or consequential nature) suffered or incurred by the Client arising in any way out of the introduction of an Applicant to the Client even if such loss, injury or damage arises as a result of the negligence dishonesty or fraud of the Applicant or the negligence of Metaskil or any employee of Metaskil.

The Client must take up the references offered by the Applicant; conduct any medical, aptitude or other tests as the Client considers necessary in respect of the Applicant; obtain any permits, licences or other permissions which the Client may require before lawfully employing the Applicant; make all National Insurance, Income Tax and other deductions which the Client is required by law to make from the Applicant's salary.

The Client agrees to immediately notify Metaskil on accepting an engagement and hereby agrees to pay any such fee within thirty (30) days of the invoice date.

## **FEES**

<b>PERCENTAGE OF ANNUAL SALARY PAYABLE: 15%</b>
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## **REFUND OF FEES**

If the Applicant ceases to be employed by the Client (except where the employment ceases because the Client ceases to carry on its business or part of its business) Metaskil will allow the Client a refund as follows:-

1. If an Applicant leaves or is dismissed within two weeks of engagement 100% of the charge will be refunded less £250.00.
2. If an Applicant leaves or is dismissed after completion of two weeks' engagement and before the expiration of eight weeks' service, 50% of the charge will be refunded.
3. If an Applicant leaves or is dismissed after completion of eight weeks' engagement and before the completion of thirteen weeks' service, 25% of the charge will be refunded.
4. No refund will be payable if an Applicant leaves or is dismissed after the expiration of thirteen weeks' service.

## ***PROVIDED THAT***

No rebate is payable unless the Client notifies Metaskil, in writing, within 7 days of the termination of the Applicant's employment

Metaskil's full current fee (or the balance if a partial rebate has been paid) is payable if the Client or any associate or subsidiary re-engages the Applicant within three months of termination

Metaskil may deduct from any such rebate the amount of any other monies owed by the Client to Metaskil

no rebate is payable unless Metaskil's fees have first been paid in full in accordance with the terms hereof and the full fee (without any rebate) shall be payable in all cases if Metaskil's fees are not paid within the time specified in these terms

INVOICES are submitted upon formal start date of Applicants and are payable within thirty (30) days of the invoice date.

There is no probation period

Allowances are only made for refunds under the terms of the above Conditions.

## **CHARGES**

The Client shall make payment within thirty (30) days of invoice date and the Company (whilst retaining its right as aforesaid as long as any payment having become due remains unpaid) shall be entitled to charge the Client interest, at 8% above the (Natwest) Interest rate prevailing at the time the invoice is raised, on the amount of any payments which have not been made on due date in which event the Company shall give the Client seven days' notice of its intention to charge interest which shall be calculated and payable from the original due date.

## **INDIRECT INTRODUCTIONS**

The Client is liable to pay Metaskil's fees if following an application to Metaskil it engages any Applicant introduced by Metaskil even if the introduction was made indirectly.

## **FORCE MAJEURE**

Metaskil shall not be liable for any loss, injury or damage sustained by the Client or for any failure of Metaskil to perform the obligations hereunder as a result of circumstances beyond Metaskil's control including, but not limited to, the failure of any Applicant to attend for interview or work, injury incapacity or death of an Applicant, any incorrect or inaccurate information furnished by the Applicant, failure of computer or other equipment, fire, theft or loss or destruction of records or any other circumstances beyond Metaskil's control.

## **OFFER**

The Client must make any offer of employment directly to the Applicant at the same time supplying Metaskil with a copy of such offer.