

1 Interpretation

- 1.1 In these Conditions the following expressions shall be given the following meanings:
- 1.1.1 "Candidate" – any person Introduced by the Company to the Client for the purposes of an Engagement regardless of whether otherwise known to the Client.
- 1.1.2 "The Client" – any person, firm, company or organisation to whom the Candidate is Introduced.
- 1.1.3 "The Company" – Linear Recruitment Limited (an Employment Agency).
- 1.1.4 "Engagement/Engaged/Engages" – the employment or other use of a Candidate by the Client whether directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services or under an agency, licence, franchise or partnership agreement or otherwise.
- 1.1.5 "Introduction/ Introduces" – the communicating by any means by the Company of the identity of a Candidate to the Client.
- 1.1.6 "Remuneration" – the base salary or fees, guaranteed and/or bonus and commission earnings, allowances, inducement payments and all other payments and emoluments which would be payable to or received by the Candidate for services rendered to and on behalf of the Client or any third party for the first year of the Engagement.
- 1.2 In these Conditions words importing the singular shall include the plural and vice versa.
- 1.3 The paragraph headings in these Conditions shall be for convenience only and shall not affect the interpretation of these Conditions.

2 Impact of conditions

- 2.1 These Conditions shall be deemed to be accepted by the Client from the earliest moment when the Client interviews or requests or accepts services or work from a Candidate.
- 2.2 Once the Client is deemed to have accepted these Conditions in connection with one Candidate, the Conditions are deemed incorporated into all future agreements between the Company and the Client in connection with the introduction of Candidates.
- 2.3 No variation to these Conditions shall be valid unless the details of such variation are agreed between the Company and the Client and are set out in writing and a copy of the varied terms is given by the Company to the Client stating the date on or after which such varied terms shall apply.
- 2.4 The complete or partial invalidity or unenforceability of any provision herein for any single purpose shall in no way affect the validity or enforcement of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

3 The position and information to be provided by the Client

- 3.1 To enable the Company to comply with its obligations under Condition 4 the Client undertakes to provide the Company with the following information at the earliest possible opportunity and in any event before the Client agrees to consider any Candidate the Company seeks to Introduce:
- 3.1.1 details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do;
- 3.1.2 the location and hours of work;
- 3.1.3 the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
- 3.1.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
- 3.1.5 details of the date the Client requires the Candidate to commence, the duration or likely duration of the work;
- 3.1.6 the minimum rate of Remuneration, expenses and any other benefits that would be offered and details of any expenses the Candidate is expected to incur;
- 3.1.7 the intervals of payment of Remuneration;
- 3.1.8 the length of notice that the Candidate would be entitled to give and receive to terminate the Engagement with the Client.

4 Suitability and information to be provided by the Company

- 4.1 The Company endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of:
- 4.1.1 the Candidate's identity;
- 4.1.2 that the Candidate has the experience, training, qualifications and any authorisations which the Client considers necessary or which may be required by law or by any professional body; and
- 4.1.3 that the Candidate is willing to work in the position which the Client seeks to fill.
- 4.2 When the Company Introduces a Candidate to the Client the Company shall inform the Client of such matters in Condition 4.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Candidate is being Introduced for a position which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been provided to the Client.
- 4.3 The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and the Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 4.4 The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 4.5 Where the Candidate is required by law, or any professional body, to have any qualifications or authorisations to work in the position which the Client seeks to fill or the work involves working with any one or more persons under the age of 18 or any person who by reason of age, infirmity, or any other circumstances is in need of care or attention, the Company will take all reasonably practicable steps to obtain copies of any relevant qualifications or authorisations of the Candidate, 2 references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Candidate is suitable for the position. If the Company is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event. Copies of any documents referred to in this Condition which have been obtained by the Company are available upon request.
- 4.6 Notwithstanding the Company's obligations under this Condition 4 the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Company before Engaging such Candidate save where the Company has already provided the Client with such references in accordance with its obligations under Condition 4.5. The Client is responsible for obtaining work permits and/or such other permission to work as may be required and for arranging medical examinations and/ or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law.
- 4.7 The Company shall notify the Client without delay if it receives or otherwise obtains, within 3 months of an Introduction of a Candidate, information which gives it reasonable grounds to believe that the Candidate is or may be unsuitable for the position.

5 Notification and fees

- 5.1 The Client agrees:
- 5.1.1 to notify the Company immediately of any offer of an Engagement which it makes or intends to make to the Candidate
- 5.1.2 to notify the Company immediately of any acceptance by the Candidate of any offer of an Engagement and to provide details of the Remuneration to the Company.
- 5.2 The Client shall pay an Introduction fee upon the acceptance of an offer of an Engagement by a Candidate or otherwise upon the commencement of an Engagement (whichever first occurs). The Introduction fee shall be a percentage of the Candidate's projected Remuneration. Where any vehicle or live-in accommodation is provided to the Candidate in any Engagement the value ascribed to each such benefit shall be no less than would increase the Remuneration by an additional £2,000. Where the amount of the actual Remuneration is not known the Company will charge a fee based on the minimum level of remuneration applicable for the position in which the Candidate has been Engaged with regard to any information supplied to the Company by the Client and/or comparable positions in the market generally for such positions. In any event, the total Introduction fee shall not be less than £2,000.
- 5.3 The Introduction fee shall be calculated as follows:

| Emoluments | Charge |
|----------------------------|--|
| Up to an including £24,999 | £2,000 or 15% (whichever is the greater) |
| £25,000 to £44,999 | 17.5% |
| £45,000 and above | 20% |

- 5.4 The Client shall pay VAT where it is properly chargeable.
- 5.5 The Company reserves the right to require payment in advance of an Introduction.
- 5.6 The Client agrees to pay any invoice raised by the Company in full within 7 days after the date of the invoice without deduction, set off or counterclaim.
- 5.7 The Company reserves the right to charge interest on invoiced fees overdue by more than 7 days at the rate of 2.5% of invoice value for each period of 30 days or part thereof of delayed payment calculated from the date of the invoice. Interest will apply both before and after any court judgment.

6 Confidentiality

- 6.1 The Introduction of the Candidate is confidential. Where the Client passes such Introduction or any information concerning the Candidate to any other party and that party enters into an Engagement, the Client is liable to pay a fee as provided in Condition 5 as if the Engagement was between the Client and the Candidate.

7 Company employees

- 7.1 The Client shall not solicit the Company's employees and the Client agrees that if any employee of the Company or of any associated company of the Company with whom the Client has dealt becomes Engaged within 12 months of any such dealings in any capacity by the Client, or by any company associated to or connected with the Client, or any third party to which the Client has passed information concerning that employee, then the Client shall be liable to pay a fee in accordance with Condition 5 as if the employee was a Candidate who had been the subject of an Introduction.

8 Advertising

- The Client shall bear the cost of all agreed advertising and the Client agrees to pay any invoice raised by the Company in full in accordance with Condition 5.

9 Termination and rebates

- 9.1 In the event of a Candidate terminating and/or the Client lawfully terminating an Engagement within 10 weeks of the date upon which such Candidate commenced work for the Client and provided that:
- 9.1.1 all monies due hereunder have been paid by the Client in accordance with Condition 5;
- 9.1.2 such termination is not as a result of redundancy, pregnancy, injury or ill-health;
- 9.1.3 the Engagement did not arise as a result of a temporary assignment through the Company;
- 9.1.4 the Client serves notice on the Company in writing at its registered office of the termination of the Engagement within 7 days thereof; and
- 9.1.5 neither the Client nor any subsidiary, associated or holding company shall engage the Candidate within 3 months from the date of the termination of the Engagement;
- then provided the Client has adhered to the time limits in this Condition, the Client shall receive a rebate calculated as follows:

| Period of employment | Rebate |
|--------------------------|------------------|
| up to 2 weeks | 100% of fee paid |
| 3 but less than 4 weeks | 75% of fee paid |
| 5 but less than 6 weeks | 50% of fee paid |
| 7 but less than 8 weeks | 30% of fee paid |
| 9 but less than 10 weeks | 10% of fee paid |
| 11 weeks and over | nil |

10 Exclusion and indemnity

- 10.1 The Company shall not be liable to the Client for any loss, damage, expense or delay arising from any failure to Introduce a Candidate or arising directly or indirectly from or in any way connected with an Engagement and in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:
- 10.1.1 failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client save where such requirement(s) have been clearly brought to the attention of the Company by the Client in writing prior to the Introduction (subject to Condition 9); or
- 10.1.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- For the avoidance of doubt the Company does not exclude liability for death or personal injury arising from its own negligence or any statutory liability, any exclusion or limitation of which is prohibited by law.
- 10.2 The Client shall indemnify the Company and keep it indemnified against the costs and financial consequences of and occasioned by any and all claims against the Company arising from any loss, damage, expense or delay suffered by the Client, the Candidate or any third party as a result of any breach by the Client of any of its obligations under these Conditions or arising directly or indirectly out of or in any way connected with an Engagement.
- 10.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the fee payable to the Company hereunder. The Client shall accept risk and/ or insure accordingly.

11 Jurisdiction

- 11.1 These Conditions and any contract into which they are incorporated shall be subject to English Law and the non-exclusive jurisdiction of the Courts of England.

