

PERMANENT RECRUITMENT TERMS AND CONDITIONS OF BUSINESS – PROGRESS STANDARD

Recruitment services performed by Progress Recruitment Solutions (U.K) Ltd., whereby applicants for employment ("Applicants") are introduced to Clients ("Client"), shall be subject to the following terms and conditions:

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

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

"Client" means the individual; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

"Agency" means Progress Recruitment Solutions (U.K) Ltd. of (address);

"Engagement" means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee;

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

"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 taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

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

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. FEES

(a) The Client shall pay a recruitment fee to Progress Recruitment Solutions (U.K) Ltd. whenever an Applicant who has been introduced to the Client by Progress Recruitment Solutions (U.K) Ltd. commences employment or contracts for services with the Client.

(b) A recruitment fee shall also be payable by the Client for any staff, contractor or agent of Progress Recruitment Solutions (U.K) Ltd. who is employed by the Client following a direct or indirect introduction by Progress Recruitment Solutions (U.K) Ltd.

(c) Introductions by Progress Recruitment Solutions (U.K) Ltd. are confidential and a fee shall be payable by the Client for any employment by a third party of an Applicant introduced to the Client by Progress Recruitment Solutions (U.K) Ltd., where the Client has disclosed particulars of such Applicant to a third party.

(d) An introduction shall be deemed to have taken place following confirmation by Progress Recruitment Solutions (U.K) Ltd. of arrangements for the Client to interview the Applicant, such arrangements having been made at the request of the Client. A recruitment fee shall remain due for any employment of the Applicant by the Client within twelve (12) months of such introduction.

(e) The Client shall notify Progress Recruitment Solutions (U.K) Ltd. immediately of the acceptance by an Applicant of any offer of employment, whether under a service contract or for services, made by the Client.

(f) If the Client without notifying the Agency engages the candidate in any capacity the Client will be liable for an introduction fee for permanent staff at the prevailing rate based on the total first year's remuneration quoted by the client on the registration of the vacancy, without entitlement to a rebate. Interest at the rate of 2% per calendar month or part thereof will be applied from the date of appointment until payment of the invoice without concession.

(g) The recruitment fee shall be calculated at the percentage of the Applicants basic annual salary from the selected recruitment package, such percentage rate to be subject to a minimum recruitment fee of £750.00

(h)

Service Provided	Progress Standard
Targeted Email Campaign	✓
Candidates Registered & Qualified for Specific Vacancy	✓
Vacancy Advertised on Multiple Job Boards	✓
Attract & Approach Active Candidates	✓
Attract & Approach Passive Candidates	✗
Candidate Video Interviewing	✗
Psychometric Profiling	✗
Rebate Period	8 weeks
Fee	15%

(i) Progress Recruitment Solutions (U.K) Ltd.'s invoice in respect of any recruitment fee shall be dated with the date of the first day of the employment, and invoices shall be due and payable within 7 days of such date.

(j) Cheques to be made payable to Progress Recruitment Solutions (U.K.) Ltd or by Bank Transfer to please contact agency for bank account details.

(k) If Payment is not made within 7 days of invoice Progress Recruitment Solutions (U.K.) are entitled to charge contractual interest at the rate of 2% above HSBC PLC base rate at the prevailing time or in the alternative interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (As amended) at the rate of 8% above Bank of England base rate whichever interest amount is greater from expiry of 30 days of invoice.

(l) All fees are subject to VAT charged at 20% or whatever the current rate is from time to time set by the Government.

3. REFUND OF FEES

(a) If a recruitment fee has been paid to Progress Recruitment Solutions (U.K) Ltd. pursuant to the employment of an Applicant, and if the Client terminates the employment of the Applicant within the first 8 weeks of such employment for reasons of poor performance or gross misconduct, the termination date being taken as the actual date of departure in the event of no notice being given or, the final day of notice period (or the notice period indicated by the extent of ex-gratia payment made), Progress Recruitment Solutions (U.K) Ltd. may EITHER:

Make a refund to the Client in proportion to the number of weeks (part weeks to be considered full weeks) between the dates of employment and termination, as follows:

Week 1- 100% Week 2 – 90% Week 3 – 75% Week 4 – 60% Week 5 – 45% Week 6 – 30% Week 7 – 20% Week 8 10%

OR:

Use its best endeavours to find suitable replacement staff, in which case Progress Recruitment Solutions (U.K) Ltd.'s right to any further recruitment fee shall be waived, such option to be at the discretion of the Client.

(b) This Clause 3 shall be void and of no effect if the Client has failed to observe Progress Recruitment Solutions (U.K) Ltd.'s payment terms as set out in Clause 2 (h) above.

4. SETTLEMENT OF INVOICES

Invoices are to be paid with (days).

We will charge you for any bounced or stopped cheques or wherever our Bank who is (name bank) pass on additional charges to us in dealing with your business.

If we are acting for a Limited Company we reserve the right to look to the Directors personally for settlement our invoices in the event that the limited company goes into liquidation or receivership.

5. WARRANTY AND LIABILITY

Progress Recruitment Solutions (U.K) Ltd. agrees to make every reasonable effort to ensure the suitability of the applicants introduced to the Client however no references are taken up by Progress Recruitment Solutions (U.K) Ltd. for applicants for permanent employment unless specifically requested in writing by the Client to do so. It is the Client's responsibility to ensure the accuracy of the details supplied by applicants, by interviewing and by taking up references. Progress Recruitment Solutions (U.K) Ltd. do not warrant the integrity, capability or qualifications of the Applicant. The Client must satisfy itself that the applicant has the necessary licences, authorities and work permits where applicable. Progress Recruitment Solutions (U.K) Ltd. accept no liability for any losses whether direct or indirect, resulting from information supplied by the Applicant to Progress

Recruitment Solutions (U.K) Ltd. and subsequently supplied in good faith by Progress Recruitment Solutions (U.K) Ltd. to the Client.

6. VARIATION OF TERMS

Any variation of or change to the terms herein shall be valid only if expressed in writing signed by an authorised employee of Progress Recruitment Solutions (U.K) Ltd.

7. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure or failure results from events of circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government highway authorities, or any telecommunication carrier, operator or administration, or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

8. OUR LIABILITY

We shall not be liable to you for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with our services.

Under no circumstances shall we be in breach of these conditions or incur any liability to you for any loss, damage or delay arising out of our compliance with any statutory or regulatory requirement.

9. PROCEEDS OF CRIME ACT

For the protection of all our clients, under the Proceeds of Crime Act 2002, Progress Recruitment Ltd are required to report to an outside agency, without telling you, any information or reasonable suspicion that you may be involved in fraud, money laundering or any transaction involving the proceeds of crime. This is an ongoing duty throughout the time we place clients with you.

10. LAW

Any matter relating to this agreement or deriving from it will be subject to the law in England and Wales.

Regardless of jurisdiction or location of the contracting parties, upon entering this agreement the parties irrevocably chose the jurisdiction of England and Wales to be the forum for any matter relating to this contract or any incident deriving from it.

11. AGREEMENT

Please sign, date and return the duplicate copy of this letter to us. Your continuing instructions, payment made in respect of a bill or payment made on account of costs will amount to your acceptance of these terms and conditions of business. Unless otherwise agreed, these terms of business apply to this matter or any future instructions you may provide to me.

12. DATE OF AGREEMENT

These Terms and Conditions are dated as at 18th April 2017 and supersede all Progress Recruitment Solutions (U.K) Ltd.'s previous Terms and Conditions for Permanent Recruitment.

Company.....

Signed.....

Name.....

Position.....

Date.....