



## **ORBIS MEDICS LIMITED**

### ***TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF TO BE EMPLOYED BY THE CLIENT***

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

2. "Company" means Orbis Medics Ltd, 1 Waterside, Station Road, Harpenden, AL5 4US (an Employment Agency as defined in section 13(2) of the Employment Agencies Act 1973 (as amended) , "Client" means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which the Candidate is introduced.

"Candidate" means the person introduced by the Company to the Client.

3. These Terms of Business constitute the contract between the Company and the Client and deemed to have been accepted by the Client by virtue of an introduction or engagement of a Candidate, directly or indirectly, whether under a contract of service or a contract for service by the Client.

4. No variation to these Terms of Business can be made without written agreement of a Director of the Company.

5. The Client agrees:

- i. To notify the Company immediately of any offer of an engagement which it makes to the Candidate.
- ii. To notify the Company immediately if any offer of an engagement to the Candidate has been accepted and to provide remuneration details of the Candidate to the Company.
- iii. To pay the Company fee within 14 days of invoice date.

6. The Company reserves the right to charge interest on invoiced amounts remaining unpaid for more than 28 days from invoice date at the rate of 5% per annum above the base rate of HSBC.

#### 7. Fees

i. The fee payable to the Company for an introduction of a Candidate resulting in an engagement of that Candidate on an employed, self-employed or sub-contractor basis, is calculated in accordance with the following fee structure:

ii. If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 15% of the Remuneration plus VAT at the prevailing rate, if applicable.

Commencing Annual Salary\* Company Fee

#### **Flat rate placement fee of 15% of base salary**

iii. If the Client subsequently engages or re-engages the Candidate within 6 months from the date of termination of the engagement or withdrawal of the offer of an engagement, a full fee calculated in accordance with the above fee structure becomes payable to the Company by the Client.



iv. Introductions of Candidates to the Client are strictly confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Company which results in an engagement by that third party within 6 months of the introduction, a full fee calculated in accordance with the above fee structure becomes payable to the Company by the Client, with no entitlement to refund.

v. If a Candidate is engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 6 months from the date of the Company's introduction, a full fee calculated in accordance with above fee structure becomes payable to the Company by the Client.

vi. In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client while employed by the Agency (or within 6 months of leaving the Agency), the Client shall be liable to pay an Introduction Fee of £15,000.00 (fifteen thousand pounds) to the Agency with no rebate.

#### 8. Refund

i. The following scale of refund applies in the event that the Client complies with the provisions of Clause 4 of these Terms of Business.

Week in which Candidate Leaves % of Company Refunded

0 – 2 weeks - 100%

2 – 4 weeks - 75%

4 – 8 weeks - 50%

9 – 12 weeks - 25%

#### 9.

i. The Company will endeavor to take all steps as are reasonably practicable to ensure that the Client and 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.

ii. The company will endeavor to take all 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.

iii. 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 the Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by the law of the country in which the Candidate is engaged to work. The Client accepts that failure in this regard will not alter the of the Client to the fee payable to the Company in accordance with the fee structure set out in Clause 6 of these Terms of Business.

10. The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking a Candidate for the Client or from the failure of the Company to introduce any Candidate.

11. This agreement shall be governed and construed in accordance with English law and both parties submit to the non-exclusive jurisdiction of the English courts for all purposes relating to this agreement. If any part of this agreement is declared by any judicial or other competent authority to be unenforceable or if indications to that effect are received from any competent authority, such part shall be severed from the agreement and the remaining parts shall remain in full force and effect.