

## Terms & Conditions of Business for Streamline Connections Ltd

### 1. The Contract

The arrangement by Streamline Connections of an interview of an applicant introduced by Streamline Connections with the Client will be deemed to be acceptance of and agreement to these terms and conditions by the Client, this will last for a period of 6 months from introduction. No alterations shall be made of these terms and conditions without the prior written agreement of Streamline Connections. All contracts shall be governed by and construed in accordance with the law of England and the Client hereby agrees to accept the non-exclusive jurisdiction of the English Courts.

### 2. Confidentiality

Each party undertakes not to print, publicise or disclose to any third party any confidential information relating to the other party or its operations without the prior consent of the other party. Streamline Connections agrees to be similarly bound in respect of its involvement with the provision of the Recruitment Service.

Information relating to candidates is strictly confidential. If a Client company passes on details of a candidate to a third party, such details having been supplied by Streamline Connections, and the provision of those details result in an appointment of the candidate by a third party, the Client company is liable to pay Streamline Connections the full fee as if the Client had appointed the Candidate itself.

### 3. Fees

Fees will become liable when a candidate has been introduced, as defined in Clause 1, by Streamline Connections for a specific or alternative position and employed by the Client or associate Streamline Connections fees are calculated as a percentage of the Basic Salary as follows:

25% of Gross Annual Salary

The Client company is contractually obliged to advise Streamline Connections of the total remuneration offered to the candidate immediately after an offer of employment has been made by the client company to the candidate.

### 4. Payment

The Client will be invoiced the full fee on the date that the appointee formally commences employment with the Client.

All invoices are payable within 30 days of the date of the invoice, if the payment is not made within 31 days the Client company may be required to pay interest on the amount due under the invoice of 2% above HSBC base rate from time to time.

If any legal or debt recovery costs are incurred by Streamline Connections as a result of non or late payment of invoice, the Client company will become liable to pay 100% of such costs.

### 5. Refund

The Client will be entitled to a rebate of a proportion of the fee in the event that a Candidate leaves the Client within 12 weeks of the original appointment:

- Where the Candidate leaves within the first 4 weeks, the Client will be entitled to a rebate of 90% of the fee;
- Where the Candidate leaves between 4 weeks and 8 weeks of the initial appointment, the Client will be entitled to a rebate of 60% of the fee; and
- Where the Candidate leaves between 8 weeks and 12 weeks of the initial appointment, the Client will be entitled to a rebate of 30% of the fee.

The rebate is only available provided that the fee was settled in full within our stated terms of payment.

### 6. Withdrawal of Offer

Where an offer of employment has been made by a client and is subsequently withdrawn after acceptance by the candidate through no fault of the candidate, the fee calculated according to paragraph 3 of these conditions will be due and payable by the Client. Copies of all offers of employment made by Clients will be sent to Streamline Connections at request.

### 7. General Liabilities

Once a candidate introduced by Streamline Connections is in the Client's employment, Streamline Connections is not liable for the person's misconduct expense, loss or damage that person may cause the Client to incur. Under no circumstance whatsoever shall Streamline Connections be liable under the law of contract, tort or otherwise for any loss, damage of profits or contracts or any indirect or consequential loss or damage. Streamline Connections shall endeavour to ensure the suitability of any applicant introduced to the Client and to maintain a high standard of service and integrity, but Streamline Connections makes no warranty, express or implied, as to the suitability of any applicant introduced to the Client.

### 8. References

The Client shall be ultimately responsible for satisfying itself as to the suitability of the applicant. The Client is responsible for taking up references (including the confirmation of any professional or academic qualifications) and shall satisfy itself as to the suitability of any applicant prior to the arranging all medical examinations and investigations of the applicant and shall be responsible for obtaining any work or other permits.

### 9. Alternative Recruitment Methods

In the case where suitable candidates are not appointed through the recruitment process an alternative recruitment methodology will be discussed and agreed. The fees and costs will be determined against new terms and conditions of reference and a new contract drawn in line with standard retained terms and conditions for search, search and selection or selection.

### 10. Foreign Exchange

All fees are calculated on the basis of an agreed Currency upon commencement of work between Streamline and the Client.

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

CLIENT NAME:

For and on behalf of the Client

DATE \_\_\_\_\_

SIGNED by \_\_\_\_\_

PRINT NAME \_\_\_\_\_

For and on behalf of  
Streamline Connections Ltd