

# BMS IT

## Terms & Conditions

1. These terms and conditions of business between (1) BMS I.T. Ltd, acting as an Employment Agency ("BMS") and (2) the client ("the Client" which term includes any associated person or company of the Client) are deemed to be accepted by and binding on the Client by virtue of any interview or the use or the engagement (which includes the engagement or use whether under a contract of or for services in any capacity at any time) of any applicant ("the Applicant") by the Client introduced or supplied to the Client by BMS ("the Engagement").

2. The interview by the Client of any Applicant introduced by BMS shall be deemed acceptance of an agreement to these terms and conditions by the Client. The Client shall notify BMS immediately if an offer of employment to an Applicant introduced by BMS is accepted.

3. The Client shall pay an introduction fee ("the Fee") when engaging any Applicant introduced to the Client. The Fee should be calculated as a percentage of the commencement annual salary, including weightings, guaranteed bonus or commission, provision of a motor vehicle and any other taxable emoluments ("the Salary"). The percentage chargeable will be:

| Salary               | Fee                       |
|----------------------|---------------------------|
| Up to £29,999        | = 25% of salary, plus VAT |
| From £30,000 – above | = 30% of salary, plus VAT |

Where the Client retains the services of an Applicant who is self-employed, or otherwise employed under a contract for service, the Fee will be calculated in accordance with the above scale on the aggregate of the sums paid by the Client to and the benefits received by the Applicant, or to whomever the Applicant directs.

4. In the event that any employee of BMS with whom the Client has had personal dealings accepts an engagement with the Client within 3 months of leaving BMS employment, the Client shall be liable to pay an introduction fee of £10,000 plus VAT

5. The Fee shall be payable by the Client within 14 days of BMS' invoice date.

**The rebate scheme outlined in paragraph 12 will be INVALID if the invoice for the Fee is not settled within 14 days.**

BMS reserves the right to charge interest on fees overdue by more than 14 days at the rate of 3% per annum above the base rate of HSBC Bank accruing from day to day from the date payment is due until payment in full is received.

6. The Fee becomes payable immediately upon the start date of the Applicant or when an invoice is delivered to the Client if requested before the commencement date. The Client agrees to pay BMS the Fee based upon the Salary actually paid during the Applicant's first twelve months of employment if in excess of the anticipated Salary or where the amount of the actual Salary is not known BMS will charge a fee calculated in accordance with clause 3 on a level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to BMS by the Client and/or comparable positions in the market generally for such positions.

7. The introduction (whether by the Client's interview of an Applicant in person or by telephone following the Client's instruction to BMS to search for an Applicant or whether by the passing to the Client by BMS of a curriculum vitae or information which identifies the Applicant ("the Introduction")) of the Applicant by BMS is confidential; to pass such introduction or any information concerning the Applicant to any other party renders the Client liable to the Fee set out above without refund where the passing of such introduction or information leads to an engagement of the Applicant by that third party within 6 months of such introduction in any capacity and whether under a contract of or for services.

8.1. BMS endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity and any experience, training, qualifications and any authorisation which may be required by law or by any professional body; and supplying to the Client the Applicant's confirmation as to experience, training, qualifications and that the Applicant is willing to work in the position which the Client seeks to fill as outlined in the Specification identified at clause 8.6

8.2. At the same time as proposing an Applicant to the Client, BMS shall inform the Client of such matters in clause 8.1 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 following.

8.3. BMS endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

8.4. BMS endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interest of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

8.5. Notwithstanding clauses 8.1, 8.2, 8.3 and 8.4 above the Client shall satisfy itself as to the suitability of the Applicant and take up any references provided by the Applicant to it or BMS before engaging such Applicant. 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 Applicant and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

8.6. To enable BMS to comply with its obligations under clauses 8.1, 8.2, 8.3 and 8.4 above, the Client undertakes to provide to BMS details of the position which the Client seeks to fill, including the type of work that the Applicant will be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client reasonably considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition, the Client shall provide details of the date the Client requires the Applicant to commence work, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant will be entitled to give and receive to terminate the employment with the Client ("the Specification").

9. Once the Introduction by BMS has been made, and an Applicant has accepted the Engagement the Fee shall be payable by the Client in accordance with these terms whether or not the Applicant was already known to the Client prior to the Introduction.

10. The Engagement of the Applicant by the Client, whether or not in accordance with the terms of the original Specification given by the Client shall render the Fee payable by the Client provided the Engagement is within 1 year of BMS' initial introduction.

11. BMS 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 BMS seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of BMS to introduce any Applicant. For the avoidance of doubt, BMS does not exclude liability for death and personal injury arising from its own negligence.

12. In the event of any Applicant terminating and/or the Client lawfully terminating the Engagement (save where as a result of the Applicant being made redundant by the Client in which case the Fee or any part thereof will not be refundable) within a period of 8 weeks from the date upon which such Applicant commenced work for the Client and provided that:

- The Client notifies BMS in writing of the termination of Engagement within 10 calendar days thereafter;
- The Client or any subsidiary or associated company of the Client shall not engage the Applicant within 12 months from the date of termination of the Engagement;
- The full introduction Fee payable under clause 3 above has been charged; and
- The account has been settled within the time specified in these terms; then the Client shall receive a rebate calculated in accordance with the scales set out below:

| Period of employment | Percentage of credit       |
|----------------------|----------------------------|
| up to 4 weeks -      | full rebate or replacement |
| up to 6 weeks -      | 25% rebate of fee          |
| up to 8 weeks -      | 10% rebate of fee          |

13. After the Applicant has been employed by the Client for any period exceeding 8 weeks no request for credit will be considered by BMS.

14. These terms and conditions shall govern the agreement made by the parties hereto to the exclusion of any other terms and conditions and shall not be varied in any way except in writing by an authorised executive of BMS.

15. This Agreement shall be governed by the laws of England and subject to the exclusive jurisdiction of the Courts of England and Wales.