



2M EMPLOYMENT SOLUTIONS LTD

CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

1. DEFINITIONS

1.1 In these Terms and Conditions, the following words, definitions and expressions apply:

"Client" Means the person; firm or corporate body together with any subsidiary or Associated Company as defined by the Companies Act to which the Applicant is introduced;

"Agency or Agent" Means 2M Employment Solutions Ltd acting as employment Agent/Agency.

"Applicant" Means the person introduced by the Agency to the Client for an Engagement.

"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/Applicant is an officer or employee;

"Introduction" Means without limitation the provision of any details whether written or oral of an Applicant by the Agency to the Client for possible Placement.

"Placement" Means the engagement of an Applicant whether on a temporary, permanent, fixed-term or self-employed basis by the Client, following an Introduction, or a third party to whom the Client has passed the Applicant's details.

"Placement Services" Means the introduction of Applicants by the Agency to the Client in accordance with these Terms.

"Acceptable Responses" Means that a respondent's general skills and experience, as detailed in their CV, are deemed potentially suitable for the vacancy they have applied for. This decision is made by a suitably qualified and experienced employee of the Agency reviewing the Applicants Curriculum Vitae against the Client's job specification.

"Acceptance of Advert Copy" Means the Clients confirmation in writing, verbally or by registering online at the Agency website www.2memploymentsolutions.co.uk or www.2mes.co.uk that the Client agrees the Advert meets Client's requirements.

"Advert" Means an advert produced as a result of and in accordance with a confirmed order or appointment of an advert upon registration from The Agents website www.2memploymentsolutions.co.uk or www.2mes.co.uk

"Screening" Means the off & on-line screening assessment to be undertaken by Applicants to determine their suitability and experience for engagement.

"Service" Means the advertising of the Clients vacancy, and the performance of any related or consequential service by the Agency on behalf of the Client.

"Job Boards" Means the Web Sites with Uniform Resource Locator ("URL") or other such URL as The Agent has deemed a suitable medium through which to advertise for the Clients.

"Proposed Order" Means the proposal or quote put to the Client for the services provided by the Agency.

"Confirmed Order" Means the Clients acceptance of the proposed order and Agents terms and conditions of business.

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 THE CONTRACT

- 2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of or advertising service and Introduction to, or the Engagement of a Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- 2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms of Business prevail over any other Terms of Business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

CONDITIONS

3 Acceptance of Client Terms of Business

- 3.1 By the Client registering online with The Agents website www.2memploymentsolutions.co.uk or www.2mes.co.uk and requesting to advertise a job vacancy, the Client is accepting to proceed with the Agents Client Terms of Business.

4 Adverts and Orders

- 4.1 An order is placed by The Client registering online and placing an advert with The Agent at www.2memploymentsolutions.co.uk or www.2mes.co.uk. The Client account will then be updated with the relevant number of job advert credits and services. Each advert will be advertised over a 4 week campaign.
- 4.2 Adverts must be legal, decent, honest and truthful and comply with the British Code of Advertising Standards Authority and must be accurate and not infringe the rights of any third party. The Agent relies on the information provided by The Client in the order to meet these requirements. It is not able to verify these issues with regard to any statements made by you and included in such an advert and accordingly you shall indemnify The Agent and hold The Agent harmless from all claims, costs and expenses (including legal expenses) resulting from your breach of this Clause 3.

5 Placing an Advert

- 5.1 The Agency will produce an Advert Copy when needed from each job specification The Clients provides.
- 5.2 By registering your advertisement in writing or at www.2memploymentsolutions.co.uk or www.2mes.co.uk you are accepting the advertised copy, therefore requesting that the advert appears on The Agents Job Boards.
- 5.3 By registering your advertisement with The Agent at www.2memploymentsolutions.co.uk or www.2mes.co.uk you are satisfied with the proposed advert. You therefore are granting The Agency a licence, with a right to sublicense and reproduce that advert (including in a modified form) as part of or in association with the Service on any website or on any other media controlled by The Agent or by any third party with whom The Agent have, or enter into, an agreement or the provision of classified advertising.

6 Notification & Payment Terms for Vacancy Promotion and Managed Response

- 6.1 The total value of an Advert Order will be invoiced to the client upon receipt of advert registration. Unless a different arrangement has been made in conjunction with an advanced purchase order.

- 6.2 Whether Applicants are engaged on a contract or permanent basis no further fees will be payable by the Client beyond the value quoted at the point of acceptance of advert registration, unless the Client upgrades from Vacancy Promotion or Managed Response services to Bespoke Consultancy. On all upgrade services to Bespoke Consultancy the Client will be charged the appropriate fee for successful engagement. On successful engagement the Clients original upfront payment for Vacancy Promotion or Managed Response services will then be deducted from the invoice for Bespoke Consultancy.
- 6.3 The Client must pay Vacancy Promotion and Managed Response invoices within 14 days of its issue by The Agency, unless a different arrangement has been made in writing by a company Director in conjunction with an advanced purchase order. If you fail to pay the invoice within this period the Agent reserve the right to withhold the responses to the Advert and will not under any circumstances be obliged to forward any response to an Advert thereafter, The Client will still remain liable to pay the full invoice as accepted in these Terms and Conditions.
- 6.4 In addition, The Client shall be liable for any collection or enforcement costs of collection in the event of late payment. The Agency may assign to a third party the right to collect and receive payment.
- 6.5 The Agency reserves the right and judgment to carry out a credit check on Clients. In instances, where the credit check does not satisfy the Agency they will reserve the right to request payment in advance of the campaign starting.

7 Cancellations and Interruptions

- 7.1 The Client has the right to cancel an Advert for any reason at anytime. In instances where the Client decides to cancel during a campaign The Agent will try to remove the Advert from the websites as promptly as is practicable. The Client will still remain fully liable for full payment of the invoice as of these Terms and Conditions of Business.
- 7.2 It is the Agencies best intentions, but it can technically be unfeasible to provide a web service free from interruptions 100% all of the time, with this in mind the Agency do not guarantee that an Advert will be provided continuously or free of faults.

8 Your personal data and Intellectual Property

- 8.1 By registering and placing an Advert, The Client is requesting that an Advert appears on our web site and in other media in accordance with these terms. This means that the Advert, including telephone number or job details (as relevant) can be viewed by anyone with Internet access throughout the world. The Client consents to the publication of the data in this way.
- 8.2 Nothing in these terms shall take effect as to give the client any rights in relation to copyright, trademarks or other intellectual property rights in the Advert or web sites where the Advert is placed. The Client hereby indemnify the Agent of any and all liability and all copyright infringement or the breach of any other intellectual property right that is caused by The Clients failure to abide by these terms.

9 Notification and Fees for Bespoke Consultancy

- 9.1 The Client agrees:
- 9.1.1 To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant.
- 9.1.2 To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the salary pro-rata to the Agency; and
- 9.1.3 To pay the Agency's fee in full within 30 days of the date of invoice.

- 9.2 Except in the circumstances set out in clause 11 below, no fee is incurred by the Client for Bespoke Consultancy services, until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its full fee.
- 9.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 4% of the gross fee for each month (or part thereof) for which the debt remains unpaid beyond the due date. Where the Client does not settle its debt with The Agency within the terms agreed, The Agency has the right to remove all discounts and revert to a standard tariff. Standard tariff for permanent placements being 25% of annual salary.
- 9.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying discounted Bespoke Consultancy service as of the fee scale set out in the schedule to these Terms of Business and is set on the annual salary applicable during the first 12 months of the Engagement. VAT will be charged on the fee.
- 9.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee and rebate will apply pro-rata as of a 12 month annual salary.
- 9.6 Our minimum fee on permanent placements for Bespoke Consultancy is £1000. This fee applies to any permanent or fixed-term placements, including part time and bank placements.

10 Credit Refund for Bespoke Consultancy

- 10.1 In order to qualify for the following refund, the Client must pay the Agency's fee within 30 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.
- 10.2 Should a successful Applicant leave the employment of the Client within 12 weeks of his/her commencement of employment for any reason (except where the Applicant is made redundant), the fee chargeable by the Agency will be refunded in accordance with the table below.

Week in which employment ends	Refund
1-3	100%
4-6	75%
7-9	50%
10-12	25%

- 10.3 The Client shall promptly repay any Rebate (i) which is either not properly due to the Client or (ii) if the Client re-Engages the relevant Candidate within 12 months of the termination which entitled the Client to a rebate

11 Cancellation Fee

- 11.1 If, after the offer of Engagement has been accepted by the Applicant, the Client decides for any reason not to proceed with the appointment prior to the Applicant starting work, the Client shall be liable to pay the Agency 50% of the invoice fee in clause 9.4.

12 Introductions

- 12.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding a Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction from The Agent renders the Client liable to payment of the Agency's fee at the standard tariff for permanent engagement, with no entitlement to any discount or refund of credit.

12.2 An introduction fee calculated in accordance with clause 9.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction. If the Engagement has taken place without The Client notifying The Agent in writing, then the Client loses all entitlement to the discounted rate and will be invoiced to pay the standard tariff for permanent recruitment services as of Schedule Scale Fees in these terms of business.

13 Liability

13.1 While every reasonable effort is made to ensure the suitability of Applicants, the Agent cannot accept responsibility for any loss, expense, damage, or delay, however occasioned and as the Client you take full responsibility for references, obtained work permits and satisfy any medical requirements or professional qualifications as are required.

13.2 Agency liability to The Client for breach of contract or negligence shall not exceed an amount equal to the price of any advert, series of adverts or services regarding the same matter placed by instruction of the Client on the Agents site www.2memploymentssolutions.co.uk or www.2mes.co.uk.

13.3 In no event shall The Agency be liable for any special, indirect, consequential or purely economic loss whatsoever or any loss of profit regardless of whether such losses are foreseeable and whether or not caused by negligence arising out of or in connection with the use of the site. Nothing contained in these terms and conditions shall have effect as to limit The Agency liability for loss or damage arising out of personal injury or death or acts of fraud.

14 Force Majeure

14.1 The Agency shall not be liable to The Client in respect of anything that may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond our control which shall include, but shall not be limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, telecommunications and utilities failure, riot, civil commotion or civil authority, including acts of local government and parliamentary authority, breakdown of plant or machinery or software or death of royalty.

15 Miscellaneous

15.1 Failure or neglect by The Agency to enforce at any time any of the provisions of these conditions shall not be construed nor shall be deemed to be a waiver of The Agents rights under these conditions nor shall in any way affect the validity of the whole or any part of these conditions nor shall it prejudice The Agents rights to take subsequent action.

15.2 In the event that any of the provisions of these conditions shall be determined by and competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.

15.3 The headings used herein are for ease of reference only and will not be used to construe or interpret the provisions of this Agreement.

16 Variation

16.1 This Agreement constitutes the entire agreement and supersedes any previous oral or written arrangements or understandings relating thereto.

16.2 No variation, amendment, termination or waiver of these terms can be made without the written consent of a Director of The Agency.

Schedule Scale Fees

Service Fee

- **Vacancy Promotion Service** £249 flat fee inclusive of VAT.
- **Managed Response Service** £499 flat fee inclusive of VAT.
- (Discounted) **Bespoke Consultancy** 10% fee of annual 12 month salary plus VAT at the prevailing rate.
- Our minimum fee on (Discounted) permanent placements for Bespoke Consultancy is £1000. This fee applies to any permanent or fixed-term placements, including part time and bank placements.
- **Standard tariff** for Bespoke Consultancy service is 25% of annual salary as in clause 9.3.

Paying Online

The Agent accepts payments online for proposed Client orders and advertisements, subject to the agreement of the Agents Terms and Conditions of Business and only on the basis that the Client instructing them is liable for the full payment of the proposed orders. By the Client registering and selecting to advertise their job vacancy with the Agent at www.2memploymentsolutions.co.uk or www.2mes.co.uk they are fully agreeing to the clause 4.1 and these Client Terms of Business. For the Client to be liable for any credit for services ordered they must fully agree to clause 6.2 and clauses 9 through to 10.

English Law

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales. In the event of any inconsistency between these terms and the Legal Notice, these terms shall prevail in respect of the purchase of adverts. I confirm that the information supplied to 2M Employment Solutions Ltd may be used for Recruitment and consulting purposes under the Data Protection Act and that 2M Employment Solutions Ltd can advertise vacancies on my behalf. I confirm that I am duly authorised to acknowledge and accept these Client Terms of Business.

2M Employment Solutions Ltd Operate an Equal Opportunities Policy