

Terms and conditions of business for the introduction of Permanent Staff

1. Definitions

In these terms and conditions the following definitions apply:

- (a) The 'Client' means the person, firm or corporate body to whom the applicant is introduced.
- (b) 'Applicant' means the person introduced by Swan iT to the Client.
- (c) 'Introduction' means the client's interview of an Applicant in person or by telephone, following the Client's instruction to Swan iT to search for an Applicant; or the passing to the client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of the Applicant by the Client.
- (d) 'Engagement' means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under contract of services or for services; under an agency, license, franchise or partnership agreement; or any other engagement.

2. The Contract

- (a) These terms are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Applicant.
- (b) No variation or alteration to these terms shall be valid unless approved by Swan iT.
- (c) Unless otherwise agreed in writing by Swan iT, these terms prevail over any terms of business or purchase conditions proffered by the client.

3. Notification

The Client agrees:

- (a) To notify Swan iT immediately of any job offer, which it makes to the Applicant, and provide Swan iT with a copy.
- (b) To notify Swan iT immediately that its job offer to the Applicant has been accepted.
- (c) To provide to Swan iT a full statement of the total remuneration to be received by a candidate.

4. Fees

- (a) Swan iT's fee is calculated as a percentage of the anticipated first year's total remuneration of an Applicant which means an Applicant's taxable gross remuneration including, but not limited to any guaranteed bonus or commission, car allowance and weighting allowance. VAT will be added on the fee if applicable.
- (b) Swan iT's fees are:

25% of basic salary
- (c) In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 4.b will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.
- (d) No fee is incurred by the Client until the Applicant commences the Engagement when Swan iT will render an invoice to the Client for its fees.
- (e) Swan iT's Invoices are payable within 30 days of the date of issue. If payment is not made within the 30 day period the Client shall pay interest on the sum of money due at 8% per annum above the base rate from time to time of The Bank of England from the due date until the date of payment.

5. Refund Guarantees

- (a) In order to qualify for the following guarantees, the Client must pay Swan iT's fee within 30 days of the date of invoice and must notify the company in writing of the termination of the Engagement within 7 days of its termination.
- (b) If the engagement terminates before the expiry of 8 weeks from the commencement of the Engagement (except where the applicant is made redundant) the fee will be rebated in accordance with the following Scale of Rebates:

Period of Employment	% of Credit
UP TO 1 WEEK	100%
NOT EXCEEDING 2 WEEKS	80%
NOT EXCEEDING 3 WEEKS	65%
NOT EXCEEDING 4 WEEKS	50%
NOT EXCEEDING 5 WEEKS	40%
NOT EXCEEDING 6 WEEKS	30%
NOT EXCEEDING 7 WEEKS	20%
NOT EXCEEDING 8 WEEKS	10%

- (c) Should the Client or any subsidiary or associated company of the client subsequently re-arrange the Applicant within the period of 6 months from the date of termination of the Engagement a full fee calculated in accordance with clause 4 (b) above becomes payable, with no entitlement to the refund.

6. Introductions

- (a) An introduction fee calculated in accordance with 4 (b) will be charged in relation to any Applicant engaged as a consequence of resulting from an Introduction by or through Swan iT, whether direct or indirect, within 6 months of Swan iT's Introduction.
- (b) Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant which results in an Engagement with that third party within 6 months of the introduction renders the client liable to payment of Swan iT's fee as set out on clause 4 (b) with no entitlement to any refund.
- (c) In the event that any employee of Swan IT Recruitment with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to Swan IT in accordance with clause 4 (b).

7. Suitability

- (a) Swan iT endeavours to ensure the suitability of any Applicant introduced to the Client and will make all reasonable enquires into the Applicant's personal history. Nevertheless, the client is recommended to take up references independently and to satisfy itself as to the suitability of the Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant any satisfying and medical and other requirements or qualifications required by law or the county in which the Applicant is engaged to work.

8. Liability

- (a) Swan iT shall not be liable under any circumstances for any loss, expense, damage, delay, cost or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with Swan iT seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Swan iT to introduce any Applicant. For the avoidance of doubt, Swan iT does not exclude liability for death or personal injury arising from its own negligence.

9. Law

- (a) This Agreement shall be construed in accordance with English Law and the parties agree to submit to the jurisdiction of the English Courts.