



## Terms of Business

### 1 Interpretation

In these terms of business ('the Terms') the following expressions shall be given the following meanings: 'Candidate' means a person introduced by the Company to the Client to be considered for an Engagement. 'The Client' means any person, firm or corporation who approaches the Company with a view to engaging or otherwise employing a Candidate or to whom a Candidate is introduced by the Company. 'The Company' means email your CV t/a Creative Fuse Limited or any of its subsidiary, associated or holding companies. 'Introduction' means a Client has requested a CV or interview of a Candidate submitted by the Company that leads to an engagement within 12 months of the request. 'Engagement' means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client. 'Candidates Yearly Pay' means the annualised value of salary and benefits paid to the Candidate (benefits include car/car allowance, guaranteed earnings, guaranteed bonus/es). 'Month' means a calendar month. 'Week' means 7 consecutive days.

- 1.1. In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 1.2. All and any business undertaken by the Company is transacted subject to these Terms, all of which shall be incorporated in any agreement between the Company and the Client. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed in writing by a Director or other authorised officer of the Company. No variation in these Terms shall be valid if made without the written consent of a Director or other authorised officer of the Company.
- 1.3. The interviewing by or on behalf of the Client or the Engagement of a Candidate or the commencement by a Candidate of work for or the provision of services to the Client (whichever first occurs) shall be deemed acceptance of and agreement to these Terms.
- 1.4. The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.
- 1.5. These Terms supersede all previous terms of business.

### 2 Obligations of the Company

- 2.1. Company will use reasonable endeavours to introduce to the Client a suitable Candidate to carry out work for the Client of such nature as the Client shall notify to the Company when advising the Company of the vacancy in respect of which the Candidate has been introduced. The Client accepts that no warranty as to the suitability of the Candidate can be given by the Company. The Company cannot guarantee to find a suitable Candidate for each vacancy.

### 3 Obligations of the Client

- 3.1. The Client will notify the Company immediately an offer of employment is accepted by a Candidate or otherwise upon the commencement of an Engagement (whichever first occurs).
- 3.2. Notwithstanding clause 3.1 above, the Client shall satisfy itself as to the suitability of any Candidate for the purposes of the vacancy for which the Candidate has been introduced. Without prejudice to the generality of the foregoing, it is acknowledged by the Client that it is for the Client to take up references, to check the validity of qualifications and to ensure that the Candidate is capable of performing the role to a satisfactory level. The Client shall be responsible for obtaining any work and other permits and for ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 3.3. The Client undertakes not to employ or seek to employ members of the staff of the Company but if any such member of staff accepts an Engagement within 6 months of such member leaving the employment of the Company, then the Client shall be liable to pay the Company's fees as if such member had been introduced by the Company.
- 3.4. The Client undertakes that in the event of the Client effectively introducing (directly or indirectly) any Candidate to another person, firm or corporation, including any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person, firm or corporation (which the Client shall immediately notify to the Company) the Client shall pay to the Company an introduction fee in accordance with clause 4, unless the Engagement occurs more than 12 months after the introduction of the Candidate to the Client by the Company or from the date of the Candidate's last interview with the Client whichever is the later.

### 4 Fees

- 4.1. The introduction fee shall become due immediately upon the commencement of an Engagement. The introduction shall be calculated as a percentage of the Candidate's Yearly Pay at the date of the commencement of the Engagement.
- 4.2. The fee shall be calculated as a percentage of the Candidates Yearly Pay ( excl.VAT )
- 4.3. VAT shall be payable thereon at the prevailing rate where applicable.
- 4.4. All monies due hereunder shall be paid by the Client within 7 days of the date of invoice by the Company.
- 4.5. The Company reserves the right to charge the Client interest in respect of any amount outstanding after the period for payment set out in clause 4.4 above (both before and after any judgment) from the date of invoice up to and including the day of payment at the rate of 1.5% a month above the base rate from time to time of HSBC.

### 5 Termination & Rebate

- 5.1. In the event of a Candidate terminating or the Client lawfully terminating an Engagement within 8 weeks of the date upon which such Candidate commenced work for the Client and provided that:
  - 5.1.1. all monies due hereunder have been paid by the Client in accordance with clause 4 above;
  - 5.1.2. such termination is not as a result of redundancy, pregnancy, injury or ill-health or by reason of the Candidate's race, sex or any disability;
  - 5.1.3. such termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Candidate's services or terminating employment either without proper cause or with a view to obtaining a refund unfairly;
  - 5.1.4. the Client serves notice on the Company in writing at its registered office of the termination of the Engagement within 7 days thereof; and
  - 5.1.5. neither the Client nor any subsidiary, associated or holding company of the Client shall commence Engagement of the Candidate within 12 months from the date of the termination of the Engagement, then the Client shall receive a rebate calculated in accordance with the Company's scale of rebates in force from time to time. Under no circumstances will any expenses be refunded. The rebate period is as follows:

Period of Employment	Refund of Fee
0-4 Weeks (Incl.)	100%
5-6 Weeks (Incl.)	50%
7-8 Weeks (Incl.)	25%
- 5.2. No rebate shall be payable by the Company in the event of failure by the Client to adhere to the time limits provided for in clause 5.1 above.
- 5.3. No rebate shall be made in respect of an Engagement where the Candidate was previously engaged in any capacity by the Client through the Company.
- 5.4. The rebate shall be repayable in full where the Client subsequently re-engages the Candidate in any capacity.



## **6 Liability and indemnity**

- 6.1 Neither the Company nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:
  - 6.1.1 failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to clause 5 above);
  - 6.1.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
  - 6.1.3 any loss, injury, damage, expense or delay incurred or suffered by a Candidate; Provided that nothing in this clause 6 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1972) nor any statutory liability or any exclusion or limitation which is prohibited by law
- 6.2 In consideration of the Company entering into an agreement with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for:
  - 6.2.1 any loss, injury, expense or delay suffered or incurred by a Candidate, howsoever caused; and
  - 6.2.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise, provided that this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement.
- 6.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the fee payable to the Company hereunder and shall accept risk and/or insure accordingly.

## **7 Miscellaneous**

- 7.1 The Company reserves the right to review and to revise these Terms without prior notice.
- 7.2 These Terms shall be governed by and construed in accordance with the laws of England and Wales.