

IDENTIFY TALENT CONSULTING LTD TERMS AND CONDITIONS FOR THE SUPPLY OF PERMANENT STAFF

Set out below are the agreed terms and conditions on which Identify Talent Consulting Ltd (Company No 6915887) ("Identify") will supply you ("the Client") with permanent staff ("Candidate(s)"). The definition of Client shall include any subsidiary or associated company of the Client.

1. Acceptance

1. These terms shall be deemed to be accepted by the Client on receipt of a curriculum vitae or when an interview or engagement of a Candidate introduced by Identify takes place.

2. Fee and Payment

- 2.1 For Business and Technology Roles the fee ("Fee") payable to Identify by the Client shall be a percentage % of guaranteed salary income or total cash remuneration for the first year plus VAT.

Salary	£	Fee as % of salary (plus VAT)
(Gross taxable pay and taxable entitlements including bonus guarantees for the successful applicant during the first 12 months of employment)	Up to £34,999	20
	£35,000 - £69,999	25
	£70,000 and above	30

2.2 The Client agrees:

- 2.2.1 To inform Identify in writing immediately an engagement is effected and to pay the Fee to Identify in clear funds within 14 days of receipt of invoice from Identify.
- 2.2.2 If payment is not received the Client may lose its entitlement to any refund under these terms and Identify reserves the right to charge interest on the outstanding amount before and after judgment at a rate of 4% above the base rate of Barclays Bank Plc from time to time.

3. Invoicing

- 3.1 Invoices shall be sent by Identify to the Client on or about the day that an engagement is effected.
- 3.2 If any Candidate introduced by Identify shall at any time during the following 12 months be engaged by the Client then the Client shall immediately notify Identify in writing and pay the Fee.
- 3.3 If any Candidate or worker supplied by Identify shall be permanently employed by the Client within 6 months of the end of a contract for service or temporary assignment, the Client must immediately notify Identify in writing and pay the Fee.
- 3.4 The details of Candidates and their CV's are confidential and should not be disclosed to any third party without the written consent of a director of Identify and if the Client introduces a Candidate to a third party within 12 months of Identify introduction to the Client which subsequently results in employment of that Candidate by the third party or otherwise then the Fee shall be due by the Client.

4. Replacement

- 4.1 In the event a Candidate leaves the employ of the Client (for whatever reason) within the first 3 months of joining, Identify will replace the candidate at no extra cost. However should the Candidate's employment with the Client be terminated for reasons beyond the control of the Company, including, but not limited to, dismissal, redundancy, restructuring, reorganisation of the Client's business, economic circumstances, closure of the Client's business, change of management or substantial change from original job description no replacement will be due.
- 4.2 The Client shall only be entitled to a replacement if:
 - 4.2.1 all terms and conditions have been complied with and particularly prompt settlement of invoices.
 - 4.2.2 the Client has notified Identify in writing within 7 days of the Candidate leaving employment.
 - 4.2.3 the Client paid Identify invoices within the 14 day period mentioned above.

5. References

- 5.1 Identify will take up to two bespoke references, however it is up to the Client to investigate the Candidate qualifications, health, integrity and suitability legal or otherwise in general for the position in question.
- 5.2 Identify makes efforts to ensure that the Candidates short listed for the Client are suitable and minimizes risk by taking the said bespoke references. However Identify accepts no responsibility for any loss, expense or damage howsoever caused arising from any act or omission by any Candidate even if such act or omission is negligent, fraudulent, reveals dishonesty, misconduct or shows lack of ability in any other way.

6. Other

- 6.1 No variation to these terms and conditions is permitted unless expressly agreed in writing by a director of Identify.
- 6.2 These terms and conditions for the supply of permanent staff supersede any previously submitted by Identify.
- 6.3 Clients are advised to effect all appropriate insurance cover.
- 6.4 All notices or communications to Identify relating to these terms and conditions must be confirmed immediately in writing to a director of Identify. Any email or fax communication must be confirmed immediately by hard copy sent first-class mail, in each case marked for the attention of a director.