



TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF SCHEDULE

FEE STRUCTURE	
Fee payable:	TBC% of the candidates first year remuneration
Payment terms are 14 days net	

REBATE PERIOD	
Month in which the Candidate Leaves	% of Introduction Fee refunded
Weeks 0-2	100%
Weeks 3-4	50% Replacement Credit
Weeks 5-8	25% Replacement Credit
Weeks 8 ->	0%

VARIATIONS TO AGREEMENT
Variations to Agreement:

Please agree to these Terms of Business by signing and emailing info@lavantconsulting.com By accepting these Terms of Business, you agree to be invoiced according to the Agreement below:

Metin Yilmaz

Signed on behalf of the Company

Signed on behalf of the Client

Metin Yilmaz

Name

Name

Director

Title

Title

Date

Date

1. DEFINITIONS

1.1. In these Terms of Business, the following definitions apply:

“Candidate” means the person introduced by the Company to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company, and members of the Company’s own staff.

“Client” **ClientXXX** (registered company no**XXXXX**. in England and Wales) of **XXXXXX** together with any subsidiary or associated person, firm or corporate body to which the Candidate is Introduced.

“Company” **LAVANT CONSULTING Ltd** (registered in England and Wales under company no **15673088**) of 20 Wenlock Road, London, England, N1 7GU.

“Engagement” means the employment, hire or other use, directly or indirectly, whether under a contract of service or contract for services or otherwise, on a permanent, temporary, or other basis, of a Candidate or through a limited company of which the Candidate is an officer or employee by or on behalf of the Client in any site, office or location of the Client whether for the position for which the Candidate is introduced or any other position (and “Engage”, “Engages” and “Engaged” shall be construed accordingly).

“Introduction” means (i) the passing of a curriculum vitae, or information which identifies the Candidate, to the Client or (ii) the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Company to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate.

“Introduction Fee” means the fee payable by the Client to the Company for an Introduction resulting in an Engagement.

“Remuneration” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client added to the salary in order to calculate the Company’s Introduction Fee.

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 Company and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of a Candidate 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 Company, these Terms of Business prevail over any other terms of business or purchase conditions.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company 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.

3. INTRODUCTIONS AND FEES

- 3.1. An Introduction Fee calculated in accordance with clause 3.5 will be charged in relation to any Candidate engaged as a consequence of or resulting from an Introduction by or through the Company, whether direct or indirect, within 12 months from the date of the Company's Introduction.
- 3.2. The Client agrees:
 - a) To notify the Company immediately of any offer of an Engagement which it makes to the Candidate;
 - b) To notify the Company immediately that its offer of an Engagement to the Candidate has been accepted, provide details of the Remuneration to the Company and to provide documentary evidence if required;
 - c) In the event of it effectively Introducing (directly or indirectly) any Candidate to another person or business, resulting in an Engagement by that person or business (which the Client shall immediately notify to the Company) within 12 calendar months of the Company's Introduction of the Candidate to the Client, then the Client will be liable to the Company for payment of an Introduction Fee in accordance with the Terms.
 - d) Where the amount of the actual Remuneration is not known the Company will charge a fee calculated in accordance with clause 3.5 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Company by the Client and/or comparable positions in the market generally for such positions.
 - e) To pay the Company's fee within 14 days of the date of invoice.
- 3.3. No fee is incurred by the Client until the Candidate officially signs the employment contract or the commencement of the Candidate's Engagement with the Client which is when the Company will render an invoice to the Client for its fee.
- 3.4 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 28 days at the rate of 8% of the gross fee for each month (or part thereof) for which the debt remains unpaid beyond the due date. Where the customer does not settle its debt with the Company within

the terms agreed, the Company has the right to revert to its standard tariff. Standard tariff for Introductions being 30% of annual salary.

3.5 The fee payable to the Company by the Client for the Introduction of a Candidate is set out in this agreement on the gross remuneration which the Candidate is entitled to earn during the first 12 months of his/her engagement with the Client irrespective of whether the engagement is for a period of less than 12 months.

3.6 Where the Engagement will be on a fixed term basis of less than 12 months, the Introduction fee will apply pro-rata. If the Client a) extends the fixed term or b) re-engages the Candidate within 12 calendar months of termination, the Client shall be liable for any further Introduction fees (up to a maximum of 12 months) calculated in accordance with clause 3.5.

3.7 If the Client subsequently engages or re-engages the Candidate within the period of 12 (twelve) calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.5 above becomes payable.

4. REFUNDS

4.1 In order to qualify for the refund set out in the schedule, the Client must comply with the provisions of clause 3.2 and, must notify the Company in writing of the termination or non-commencement of the Engagement, within 7 days of the event.

4.2 If the Engagement terminates (except where the Candidate is made redundant, restructuring, a material change in the role, salary reduction, relocation outside of agreed work location, harassment, or breach of contract by the client.) the fee will be refunded in accordance with the schedule.

4.3. In circumstances where clause 3.7 applies the full fee stated in clause 3.5 is payable and there shall be no entitlement to a refund.

5. NON-SOLICITATION

5.1 the Company agrees that neither it nor its affiliates will, either on its own account or in partnership or association with any person, firm, company, or organisation, or otherwise and whether directly or indirectly during, or for a period of 6 months from the termination of this Contract, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employees of the Client or its affiliates.

5.2 the Client agrees that neither it nor its affiliates will, either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of 6 months from the termination of this agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employees of the Company or its affiliates.

5.3 if the Client breaches its obligations under this clause 5, the Client shall be liable to pay the Company a transfer fee of 50% of the relevant employee's gross annual wage for the first year of their employment or engagement

6. SUITABILITY AND REFERENCES

- 6.1. The Company endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill.
- 6.2. The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 6.3. The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 6.4. Notwithstanding clauses 6.1, 6.2 and 6.3 above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Company before engaging such Candidate. 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 Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 6.5. To enable the Company to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above the Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate 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 Candidate to commence, 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 Candidate would be entitled to give and receive to terminate the employment with the Client.

7. LIABILITY

- 7.1. The Company 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 the Company seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

- 8.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales