

1. DEFINITIONS

1.1. In these Terms the following definitions apply:

"Candidate" - means the person Introduced by Stanton House to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of Stanton House's own staff.

"Client" - means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to which the Candidate is Introduced.

"Contingent Recruitment" - means an instruction to Stanton House by the Client to Introduce Candidates for a permanent or fixed term contract placement on the basis that no Introduction Fee will be payable by the Client until or unless an Engagement is made. This includes marketed and speculative CVs.

"Engagement" - means the engagement, employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, 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; or through a limited company of which the Candidate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly.

"Introduction" - means (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to Stanton House to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and "Introduces" and "Introduced" shall be construed accordingly.

"Introduction Fee" - means the fee payable by the Client to Stanton House for an Introduction resulting in an Engagement.

"Remuneration" - means a Candidate's basic annual salary in the first year of Engagement/employment, being the aggregate value of his/ her salary.

"Replacement Candidate" - means any Candidate Introduced by Stanton House to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 12 weeks of the Engagement.

"Retained Assignments" - means an instruction to Stanton House by the Client for a permanent placement whereby Stanton House are retained on an exclusive basis and whereby payment is made in three stages according to Clause 3.10 and which may involve Candidate search outside Stanton House's existing database and/or advertising.

"Stanton House" - means Stanton House Limited (registered company no. 07394702 of 2nd Floor, 25 Christopher Street, London, EC2A 2BS.

1.2. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These terms of business and the attached Schedule(s) ("the Terms") constitute the contract between Stanton House and the Client for the supply of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction (whichever shall be the earlier). They apply whether or not the Candidate is Engaged by the Client for the same type of work for which the Introduction was originally made and whether or not the Client is also seeking to fill the relevant vacancy by other means such as internal or external advertising.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Stanton House, these Terms prevail over any other terms of business or purchase conditions (or similar) 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 a director of Stanton House 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.

2.4. Stanton House acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.

3. NOTIFICATION AND FEES

3.1. The Client agrees to:

3.1.1. notify Stanton House immediately of the terms of any offer of an Engagement which it makes to the Candidate.

3.1.2. notify Stanton House immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to Stanton House of the Remuneration agreed with the Candidate together with any documentary evidence as requested by Stanton House; and

3.1.3. pay the Introduction Fee, to be calculated in accordance with the provisions of this clause 3, by the due date for payment in clause 3.3.

3.2. The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

3.3. The full amount of Stanton House's fee (including any VAT) for a) an Introduction Fee, b) FTC Fee; and c) a Completion Fee shall be payable by the Client without deduction within 14 days of the date of Stanton House's invoice which shall be rendered once the Candidate commences the Engagement.

3.4. VAT is charged at the standard rate on all fees.

3.5. Stanton House reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 5% per annum above the base rate from time to time of the Royal Bank of Scotland from the due date until the date of payment.

Contingent Recruitment

3.6. The Introduction Fee calculated in accordance with clause 3.7 below is payable if the Client Engages the Candidate within the period of 6 calendar months from the date of (a) the Introduction, (b) the Client's withdrawal of an offer of Engagement or (c) the Candidate's rejection of an offer of an Engagement, (whichever is the later).

3.7. The Introduction Fee shall be a percentage of the Remuneration as calculated in accordance with the following scale:

Remuneration	Introduction Fee
Up to £79,999	23%
£80,000 to £119,999	25%
£120,000 and over	28%

3.8. Where the actual Remuneration is not known, Stanton House will charge an Introduction Fee calculated in accordance with clause 3.7 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to Stanton House by the Client and/ or comparable positions in the market generally.

Fixed Term Contract Placements and Fixed Term Contract to Permanent

3.9. Where prior to the commencement of the Engagement Stanton House and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 6 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement. Should the client engage a candidate on a Permanent basis who was initially engaged on a fixed term basis, either during the course of the initial fixed term, or within 6 calendar months from the date of termination of the agreed period of the fixed term Engagement, an Introduction Fee shall be payable under clause 3.7.

Retained Assignments:

3.10. The agreed fee for Retained Assignments (the "Retainer Fee") is calculated at 30% of the Remuneration and is payable in accordance with the following framework and is split into three equal payments:

3.10.1. 1/3 of the anticipated total fee will be invoiced on the date the Retained Assignment Proposal is signed by the Client ("Initial Fee") and is payable within 7 days of date of invoice; and

3.10.2. a further 1/3 of the anticipated total fee will be invoiced on presentation by Stanton House to the Client of a shortlist of candidates ("Shortlist Fee") and is payable within 7 days of date of invoice; and

3.10.3. the final balance of the fee will be invoiced on the Engagement of a Candidate and is payable within 21 days of the date of Engagement, adjusted to reflect the final agreed Remuneration Package ("Completion Fee").

3.11. If a Retained Assignment is cancelled by the Client after Stanton House has commenced performance of the Retained Assignment or the Client materially alters the terms of the Retained Assignment, all Retainer Fees incurred up to the date of cancellation (or material alteration) shall become due and payable. In addition, the next stage of the Retained Assignment fee structure shall also be due and payable by the Client.

3.12. In the event that the Client hires an additional Candidate submitted within the shortlist of a Retained Assignment (or a shortlist Candidate into a position other than the position which was the focus of the Retained Assignment), an Introduction Fee shall be payable in addition to the Retainer Fee.

4. REFUNDS

4.1. If, after a permanent offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client before the expiry of 12 weeks from the date of commencement of the Engagement; then subject to the terms of clause 4.2 Stanton House will refund the Introduction Fee (on request in accordance with the accompanying scale of refunds set out below:

Time of Termination	Amount of Refund
Weeks 1 & 2	100%
Weeks 3, 4, 5, 6, 7 & 8	50%
Weeks 9, 10, 11 & 12	25%

No other charges or expenses shall be refunded.

4.2. In order to qualify for the refund set out in clause 4.1, then the Client must comply with the provisions of clause 3.1. In addition, no rebate will be made in the following circumstances:

- 4.2.1 if the Candidate Engaged was previously Engaged by the Client as a temporary or contract worker through Stanton House; or
- 4.2.2. if the Client has not paid sums owed to Stanton House in relation to the placement in accordance with Clause 3.3 (time to be of the essence); or
- 4.2.3. if the Client does not notify Stanton House in writing within five days of the termination of the Candidate's Engagement (time to be of the essence); or
- 4.2.4. if an Engagement is terminated by the Client by reason of redundancy (as defined in the Trade Union and Labour Relations (Consolidation) Act 1992); or
- 4.2.5. if an Engagement is terminated by the Client without a material reason; or
- 4.2.6. if the Client has not offered to Stanton House (where applicable) a two-week opportunity (on an exclusive basis) to find a suitable replacement Candidate.

4.3. For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.

4.4. In circumstances where clause 3.9 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.

4.5. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 6 calendar months from the date of termination then the refund shall be repaid to Stanton House. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

5. INTRODUCTIONS TO THIRD PARTIES

5.1. Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in an Engagement of the Candidate by the third party within 6 months of Stanton House's Introduction of the Candidate to the Client, then the Client will be liable to Stanton House for payment of an Introduction Fee in accordance with clause 3. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 4 in any circumstances.

6. CONFIDENTIALITY AND DATA PROTECTION

6.1. All information relating to a Candidate is confidential and subject to the Data Protection Act 1998 ("DPA") and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the DPA in receiving and processing the data at all times. In addition information relating to Stanton House's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

7. LIABILITY

7.1. Stanton House will use its reasonable endeavours to ensure that Candidates are efficient, honest and reliable but Stanton House gives no warranty in this regard and it remains the Client's entire responsibility to ensure that the Candidate is suitable for the Client's requirements. The Client warrants that there will be no health and safety risk to the Candidate in working for the Client and if there are any such risks, the Client agrees to notify Stanton House, in writing of the nature of such risks and what steps have been taken by the Client to minimise such risks. Save as for (a) in the event of Stanton House's own negligence in the recruitment process; or (b) in the event of death or personal injury neither Stanton House nor its staff shall be liable (to the extent permitted by law) for any loss or damage caused to the Client, the Client's staff or property or any third party as a result of an Introduction of or failure to Introduce a Candidate or from the negligence, dishonesty, misconduct or lack of skill of the Candidate.

7.2. Subject to clause 7.4, neither party shall be liable to the other for any of the following types of loss or damage arising under or in relation to these Terms:

- 7.2.1. any liability to a third party, loss of present or future profits, business, contracts, corruption of data or information, anticipated savings, goodwill, revenue or wasted expenditure; or
- 7.2.2. any indirect or consequential loss or damage whatsoever, even if that party was advised in advance of the possibility of such loss or damage.

7.3. Subject to clause 7.4, the entire liability of Stanton House under or in connection with these Terms is limited, in aggregate, to the lesser of either (i) 2 (two) times the total monies paid under these Terms in a 12-month rolling period; or (ii) £450,000 (four hundred and fifty thousand pounds).

7.4. No limitation or exclusion of liability in these Terms is intended to be nor should be interpreted as being a limitation or exclusion of either party's liability for fraud, death or personal injury arising from its or its employees' or agents' negligence.

8. RIGHTS OF THIRD PARTIES

8.1.1. No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with these Terms.

9. UNSUITABILITY OR REPLACEMENT OF THE CONTRACT RESOURCE

9.1. All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

10. SEVERABILITY

10.1 If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

11. GOVERNING LAW AND JURISDICTION

11.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.