

PERMANENT STAFF RECRUITMENT - TERMS AND CONDITIONS OF BUSINESS

TERMS OF BUSINESS - GENERAL

All of New State Solutions Ltd's contingent permanent recruitment business (including advertising fees and retained recruitment projects) is conducted upon the terms detailed below and overleaf. New State Solutions Ltd is committed to maintaining a high level of service and efficiency. However, because Introductions are dependent upon the accuracy of information outside New State Solutions Ltd's control and a Client's Instructions, and as any decision to engage an Applicant is entirely a matter for a Client, New State Solutions Ltd cannot accept liability for any Losses incurred by Clients as a result of Engagements.

COMMERCIAL TERMS

Fee Rates

Upon the Engagement of an Applicant, and subject to a Minimum Fee of £4,000.00 in respect of any one Engagement, New State Solutions Ltd shall charge the following Fees calculated as a percentage of the Applicant's Remuneration (which, for the avoidance of doubt, means first year basic salary and car allowance)

AMOUNT OF REMUNERATION PACKAGE FEE PERCENTAGE CHARGEABLE:

Up to £50,000 – 17.5%	£50,000 to £69,999 - 20%	£70,000 to £89,999 – 22.5%	£90,000 and above - 25%
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Rebate Terms

If an Applicant terminates the Engagement within 12 weeks after the commencement date, for any reason (other than redundancy or the Applicant's death), the Agency will refund a proportion of any Fee paid:

Before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a refund of 8.33% will be allowed against New State Solutions fee for each complete week of the initial 12 week period not worked by the Applicant.

Any Rebate is conditional upon:

- (a) The Fee and any other invoiced sum having been **paid within 30 days** of the date of commencement of duty
- (b) The Client's notifying New State Solutions Ltd in writing within 7 days of the termination and the reason for it; and
- (c) The Applicant's not being re-engaged in any capacity by the Client or any parent, subsidiary or associated company of the Client within twelve months of the Introduction.

If the Applicant is re-engaged as set out in (c) above, the Client shall notify the Agency immediately and repay the refunded amount as if the date of notification was the Payment Date for the purposes of these terms.

SIGNED FOR AND ON BEHALF OF NEW STATE SOLUTIONS

Signed: _____

Name: _____

Title: _____

Date: _____

SIGNED FOR AND ON BEHALF OF THE CLIENT

Signed: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF BUSINESS

1. Definitions

1. In these terms:

a) "Applicant" means anyone who is referred or about whom information is supplied to a Client. It includes someone who may have been known or referred to that Client before Instructions are given or the Introduction is made, and also includes any members of New State Solutions Ltd's recruitment staff assigned to the Client's recruitment project.

b) "Client" means the person or persons to whom an Introduction is made. It includes anyone who asks New State Solutions Ltd for an Introduction, gives Instructions to interview or interviews an Applicant on behalf of a Client ("Client Intermediary").

c) "Engagement" means any contract under which (directly or indirectly) the Applicant agrees to provide services to or for the Client or at the Client's direction.

d) "Fee(s)" means a sum equivalent to a percentage of the Remuneration Package, calculated at the rates set out above. It includes any additional fees that may have to be charged under Clauses 6(b)(2) and 6(b)(4). The Fee is exclusive of any VAT, which must be paid by the Client at the prevailing rate.

e) "Instructions" means information about the Engagement, the Remuneration Package or the Client's requirements concerning an Applicant's qualifications or experience.

f) "Introduction" means the referral of an Applicant or the provision of any information about an Applicant to a Client by the Agency or any associate, subsidiary or agent of New State Solutions Ltd.

g) "Losses" means any kind of loss, cost, expense, charge, damage, liability or claim whatsoever other than liability for death or personal injury caused by negligence.

h) "Remuneration Package" means the total amount, before the deduction of any tax, of the salary, fees, profit share or equivalent remuneration and all guaranteed commissions, bonuses, allowances

(including company car allowances) and benefits of any kind in respect of the first year of the Engagement. In the event that the Applicant is provided with a company car, the sum of £5,000 shall be added to the Remuneration Package for the purposes of calculation of Fees unless otherwise agreed.

i) "New State Solutions Ltd" means New State Solutions Ltd Group (UK) Limited, upon whose behalf these terms are issued.

2. Precedence of Terms

a) All Instructions are accepted and every Introduction is made subject to these terms. An Introduction is made when a referral or any information about the Applicant arrives at the Client's office or is communicated to the Client Intermediary, whichever is the earlier event.

b) Giving Instructions, arranging an interview with or requesting further information about or from the Applicant, represents deemed acceptance of and agreement to these terms by the Client.

c) These terms are paramount. They prevail over any other terms or conditions which may conflict with their provisions or, but for this term, may have been incorporated into any agreement between New State Solutions Ltd and the Client.

3. Introductions

a) An Introduction, and any information about an Applicant, is provided to the Client in strict confidence and for the purpose of considering whether it wishes to engage that Applicant. The Client must not disclose an Introduction or any information about an Applicant to anyone else. In particular, the Client must not approach an Applicant's current employer until the Client has made an offer of Engagement to that Applicant and has the Applicant's permission to do so.

b) The Client must not re-introduce an Applicant to anyone else. If, within twelve months of the Introduction it does so, and this leads to a contract equivalent to an Engagement with someone other

than the Client, the Client must pay the Fee as if there had been an Engagement under these terms, unless that other person pays New State Solutions Ltd a sum equivalent to the Fee.

4. Liability

a) New State Solutions Ltd will use due skill and care in locating and introducing Applicants. Beyond that, no other term or condition is to be implied concerning New State Solutions Ltd's services. In particular, New State Solutions Ltd does not warrant or make any representations about the suitability of, or the accuracy of any information concerning, an Applicant (as this information comes from the Applicant or other sources outside New State Solutions Ltd's control) and none is to be implied from anything New State Solutions Ltd may undertake or provide.

b) Notwithstanding New State Solutions Ltd's obligations under Clause 7, any decision to proceed with an Introduction, enter into an Engagement or incur any expense is a matter for the Client. The Client agrees that the ultimate responsibility for assessing and ensuring an Applicant's suitability for an Engagement, including taking up or confirming references, educational background, medical history, or obtaining any work and other permits and assessing or confirming qualifications, remains with the Client at all times. The Client is strongly advised by New State Solutions Ltd to, and agrees to, take any of the steps referred to before offering or entering into an Engagement.

c) New State Solutions Ltd, its subsidiaries, associates, staff and agents (for whom New State Solutions Ltd acts for the purpose of this and the following provision) shall not be liable, on any basis, for any Losses arising from, caused by or connected with New State Solutions Ltd's taking the Client's Instructions, the Introduction, the acts or omissions of an Applicant or an Engagement, even if an Applicant acts or has acted negligently, dishonestly or fraudulently.

d) However, if, despite the previous provision, a Court determines that, for any reason and on any basis, New State Solutions Ltd or any of its subsidiaries, associates, staff or agents is liable to the Client for any

Losses, their aggregate liability shall be limited to the amount of the Fees actually paid by the Client.

e) Under no circumstances shall New State Solutions Ltd have any liability whatsoever to the Client for loss of profit, loss of revenue, loss of anticipated savings or bargain, loss or corruption of data or software, or for any indirect, special or consequential losses.

5. Client Responsibilities

a) The Client agrees:

1. To give New State Solutions Ltd the Instructions it may require from to assist it in locating and introducing Applicants.
2. To indemnify New State Solutions Ltd against any Losses it incurs as a result of the Client's delay in giving, changes in or failure to give adequate Instructions, or any breach of these terms by, or the negligence or other wrongful act, omission or statement of the Client.
3. To enable New State Solutions Ltd to comply with its obligations under Clause 7, to provide to New State Solutions Ltd full details of the position the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; any experience, training, qualifications or other authorizations which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health and 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 Applicant's proposed start date; the duration or likely duration of the work; the minimum rate of remuneration, expenses and other benefits that would be offered; the intervals of payment of remuneration; and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.
4. To act promptly, reasonably and in good faith (including not applying any discriminatory standards or practices) when deciding whether it wishes to engage an Applicant.

6. Payment of Fees

a) The Fee(s) becomes payable by the Client if an Applicant accepts an offer of Engagement and a start date is agreed at any time within 12 months of the Introduction being made. Upon such acceptance, New State Solutions Ltd will invoice the Client for the Fee.

b) The Client must:

1. Notify New State Solutions Ltd immediately an Applicant is offered an Engagement and provide full details of the remuneration package (and copies of any relevant contract and other documents if New State Solutions Ltd so requests) and when a commencement date for the Engagement is agreed. All communications, interviews and offers of employment shall be made via New State Solutions Ltd. Failure to inform New State Solutions Ltd that an offer has been made, or that an Applicant has commenced employment, or to provide New State Solutions Ltd with all details of the Remuneration Package will result in a Fee being charged equivalent to whatever the standard fee would usually trigger, during the usual discourse of business.

2. Update New State Solutions Ltd immediately if there is any change in the offered or agreed remuneration package or the commencement date. New State Solutions Ltd reserves the right to adjust the Fee or require the payment of an additional fee if there is a change.

3. Pay the Fee within 30 days of the commencement of the date of New State Solutions Ltd's invoice (the "Due Date").

4. If asked to do so, provide New State Solutions Ltd with full details of the remuneration package actually received by or paid to the benefit of the Applicant for the first year of his or her Engagement (and copies of any relevant contract and other documents if New State Solutions Ltd so requests). New State Solutions Ltd reserves the right to charge an additional fee on the difference between the remuneration package actually received (if it is higher) and that used for the calculation of the Fee.

a) New State Solutions Ltd will calculate and invoice the Client for the Fee and for any other sum payable

by the Client under these terms. Unless there is an obvious error in any calculation shown on any invoice, the invoiced sum will be final and binding as the sum due from the Client. It is absolutely essential that the Fee and any other invoiced sum is paid, without deduction, by the Due Date.

b) The Client must not make any deduction from, or assert or exercise any set-off, lien or other right or claim against the Fee, any other invoiced sum or any interest that may become payable under Clause 6(e)(1) below. e) If the Fee or any other invoiced sum is not paid by the Due Date and in full, then:

1. New State Solutions Ltd shall be entitled to levy (a) a one-off late payment charge equivalent to 5% of the value of the unpaid invoice that has not been settled by the Due Date; and/or (b) interest and associated charges as prescribed by the Late Payment of Commercial Debts (Interest) Act 1998. Such late payment charges shall be payable immediately by the Client upon notification by New State Solutions Ltd.

2. New State Solutions Ltd may give notice to the Client terminating or, at its option, suspending, in either case with immediate effect, its performance of and any of its obligations under this and any other agreement then in force between itself and the Client, until the outstanding balance and any interest has been paid in full. New State Solutions Ltd will not incur any liability, upon any basis or for any reason, for any Losses resulting from, and the Client will indemnify Agency against any Losses it incurs as a result of, any such termination or suspension. A termination or suspension will not release the Client from performance of, or any of its obligations under, or otherwise vary the terms of any agreement.

3. New State Solutions Ltd may also recover from the Client, as a sum due under these terms, any costs or other expenses it incurs, in enforcing and recovering any payments due from the Client.

7. Conduct Regulations

a) The Agency confirms that it provides services hereunder in its capacity as an employment agency, in the context of the Conduct of Employment Agencies and Employment Businesses Regulations 2003

b) New State Solutions Ltd will confirm the identity and eligibility of the Applicant to work in the United Kingdom using an original and official form of identification such as a passport prior to submitting them for consideration by the Client.

c) New State Solutions Ltd shall endeavour to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or any professional body; further, that the Applicant is willing to work in the position the Client seeks to fill. At the same time as proposing an Applicant to the Client, New State Solutions Ltd will inform the Client of such matters as it has obtained confirmation of.

d) New State Solutions Ltd shall endeavour to take all steps as are reasonably practical to ensure that:

(i) the Client and applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill; and

(ii) it would not be detrimental to the interests of either the Client or Applicant for the Applicant to work in such position.

8. General

a) These terms may not be varied or their application or any breach of them waived other than by a document signed by a director, divisional/regional manager or legal representative of New State Solutions Ltd. No-one else acting for New State Solutions Ltd has authority to agree to any variation or waiver.

b) If a specific fee or payment arrangement has been made between New State Solutions Ltd and the Client, which includes a variation of any of these terms and the Client breaches any term of that arrangement, then all of these terms shall be substituted for and form part of that arrangement with immediate effect.

c) In addition to and without prejudicing any of its other remedies, New State Solutions Ltd may terminate the agreement between the parties with

immediate effect if the Client breaches any of its terms or (in New State

Solutions Ltd's view) materially alters the Instructions. If the agreement is cancelled or terminated because of a material alteration to the Instructions, the Client agrees to indemnify New State Solutions Ltd against Losses incurred by it to that date or resulting from the cancellation or termination.

d) New State Solutions Ltd shall not incur any liability to the Client for any Losses if the performance of New State Solutions Ltd's obligations is prevented or delayed by the acts or omissions of others or other events, which are beyond its reasonable control.

e) If any of these provisions or terms (or part thereof) is judged to be invalid or unenforceable for any reason, but such provision or term would be held to be valid if part of the wording were either amended or deleted, then such provision shall apply with such amendments/deletions as may be necessary to make it valid. Any provision or term that cannot be made valid in such way shall be deemed to be severed from these terms and the rest of the terms shall continue in full force and effect, provided always that if such amendment or deletion substantially alters the commercial basis of these terms the parties shall negotiate in good faith to modify these terms as necessary.

f) Both parties agree not to approach or induce with offers of employment, directly or indirectly, any of the other party's employees that it has had direct contact with under this agreement, without the prior written agreement of the other party. In the event that the Client employs or engages an employee of New State Solutions Ltd, then a Fee calculated upon that person's Remuneration Package at the rates shown above shall become immediately payable to New State Solutions Ltd by the Client.

g) This agreement shall be governed and interpreted under the laws of England and Wales and is subject to the jurisdiction of the courts of England and Wales.