

Mature Accountants Ltd: Terms and Conditions:

1.1 In these Terms of Business the following definitions apply:

- "Applicant" means the person introduced by the Agency to the Client for an Engagement including any members of the Agency's own staff.
- "Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Applicant is introduced.
- "Agency" means Mature Accountants Limited of 29 Crifftin Road, Nottingham NG14 5FB. registered in England and Wales under company number 05444516
- "Engagement" means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licensee, franchise or partnership agreement; or any other engagement pursuant to which Applicant provides services directly or indirectly to the Client.
- "Introduction" means the Client's interview of an Applicant by email, by telephone, Skype or other social medium or in person, following the Client's instruction to the Agency to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client.
- "Remuneration" includes base annual salary or fees, guaranteed and/or anticipated bonus and commission earnings, profit share, all allowances including accommodation and other expatriate benefits when working overseas, inducement payments, the benefits of a company car or car allowance and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the employer, a notional amount of £3,500 will be added to the base annual salary in order to calculate the Agency's fee.
- "Contracting Fees" includes all invoices raised by a sub-contractor (introduced by the Agency) to the Client in respect of interim /contracting roles.

1.2 References to the singular include the plural and references to the masculine include the feminine and vice versa where the context requires it.

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 contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.2 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an introduction.

2.3 No variation or alteration of these Terms of Business shall be valid unless the details of such variation are advised by the Agency to the Client in writing or by email 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. NOTIFICATION AND FEES

3.1 The Client agrees:

- a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of Remuneration to the Agency;
- c) To pay the Agency's fee including any VAT applicable thereon within 14 days of the date of invoice.

3.2 For Permanent roles (both full time and part time) where the Applicant becomes an employee of the Client the fee payable to the Agency by the Client for an Introduction resulting in an Engagement is 15% of the Remuneration payable and paid during the first 12 months of the Engagement. VAT will be charged on the fee if applicable. The fee will be invoiced after the Engagement has commenced.

3.3 For interim/contracting roles the fee payable to the Agency by the Client for an Introduction resulting in an Engagement is 15% of the Contracting Fee invoiced to the Client by the Applicant for the duration of the contract. The Applicant will contract with the Client directly and will provide the Agency with a copy of all invoices raised. The Agency will invoice the Client for the agreed commission. VAT will be charged on the fee if applicable.

3.4 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the maximum rate permitted by the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the date of actual payment.

4. REFUND GUARANTEES FOR PERMANENT ROLES

4.1 In order to qualify for the following guarantees, the Client must pay the Agency within 14 days of the date of invoice or the date that the employment commenced, whichever is the earlier, and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2.1 If the Engagement terminates before the expiry of 5 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a rebate of 15% will be allowed against the Agency's fee for each complete week of the initial 5 week period not worked by the Applicant.

5. CANCELLATION FEE

5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a cancellation fee of £750.

6. INTRODUCTIONS

6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client or the third party liable to pay the Agency's fee as set out in clauses 3.2 to 3.4 above with no entitlement to any refund.

7. SUITABILITY AND REFERENCES

7.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant 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 Applicant is willing to work in the position which the Client seeks to fill.

7.2 The Agency endeavours to take all such steps as are reasonably practicable to ensure that 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.

7.3 The Agency 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 Applicant for the Applicant to work in the position which the Client seeks to fill.

7.4 Notwithstanding clauses 7.1, 7.2, 7.3 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant before engaging such Applicant. The Agency will only take up written references on the Applicant at the Client's specific request. 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 Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.5 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant 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 Applicant 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 Applicant 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 Applicant would be entitled to give and receive to terminate the employment with the Client.

7.6 Before the Client makes an offer to a candidate that the Agency has introduced, the Client is responsible for ensuring that the candidate is entitled to work in the United Kingdom in accordance with the Immigration, Asylum and Nationality Act 2006.

8. OUR WEBSITE AND ITS USE

We will use our reasonable endeavours to maintain, free of charge, 24 hour access to our web site and the services provided on it ("the Site") but we cannot guarantee continuous or uninterrupted access and, save as expressly stated herein, we will not be liable for any failure to access or for any loss or expense arising to you in consequence of your use or attempted use of the Site. Further, we accept no liability whatsoever for your inability to use or access the Site due to a failure or incompatibility of any kind.

We may include on the Site links to other web sites and sources of information. We are not responsible for and do not endorse the contents of any linked site. Whilst all information provided by us on the Site is given in good faith, we cannot accept responsibility for the accuracy or completeness of any information provided by third parties or for the quality of any products, facilities and services offered or made available by third parties on or through the Internet and accordingly you must rely on your own judgment and transact with third parties entirely at your own risk. We will not be responsible for any losses or damages that may arise from any such transactions.

We reserve the right without notice to change the content, presentation and/or facilities of the Site.

9. LIABILITY

9.1 The Agency 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 Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

10. FORCE MAJEURE

Neither party shall be liable in any way for failure to perform their respective obligations under this engagement if the failure is due to causes outside the reasonable control of the party which has failed to perform.

11. SEVERANCE OF TERMS

In the event that any of the terms of business or any part thereof is held to be invalid, the remainder of the terms will continue in full force and effect.

12. LAW

12.1 These Terms are governed by the English law and any disputes arising out of or in connection with them are subject to the exclusive jurisdiction of the English courts.

13. OTHER GENERAL PROVISIONS

13.1 No amendment to the provisions of these General Terms shall be effective unless it is made by a written instrument executed on behalf of both parties.

13.2 Any notices in connection with our engagement can be served by recorded delivery first class post, or by fax or email to the address made known to us on commencement of the engagement. However, a notice served by fax or email will not be valid unless a copy of the notice is sent by recorded delivery first class post on the day of transmission.