

Terms and Conditions of Business for supply of Staff

1. Basic Terms

These Terms and Conditions of Business are between Praise Consultancy Services, (herein after called Praise) and the Employer/Client (hereinafter called the Client). The terms are deemed to be accepted by the Client by virtue of an interview or engagement. (Which terms included employment or use, whether under a contract of service or for services, or where the client retains an applicant in a personal or corporate capacity as agent or distributor for the Client). For any applicant however introduced by Praise within a period of 12 months from the date of introduction.

- (a) The Client agrees to notify Praise immediately an applicant is accepted and to supply copies of all letters of offer to any applicant introduced to the Client by Praise.
- (b) The word 'Introduction' means, the presentation of an applicant by Praise to the Client for engagement. This applies whether or not the Client knew of such applicant previously or the Client knew the applicant prior to introduction.
- (c) All accounts and charges are payable immediately on receipt of invoice and payment should be made to Praise Consultancy services, 2A Markham Road, Luton, Beds. LU3 2BS, UK.
- (d) VAT is payable on our fees and charged at the prevailing rate.
- (e) Praise reserve the right to charge interest on all invoices from the date of invoice until the date of payment calculated at the current Barclaycard rate per calendar month.
- (f) Praise reserve the right by concession not to charge the Client interest on the amount of the invoice if it is paid in full by cleared funds received at the above address within 28 days of the invoice date.
- (g) Praise reserves the right that in the event that any one or more invoices remain unpaid longer than 28 days from date issue. Interest at the prescribed rate will be payable by the Client on all invoices then outstanding or subsequently issued without concession from their respective dates until paid in full.
- (h) If any employee of Praise or any of its subsidiary companies is engaged by the Client on a contract, permanent or self-employed basis these terms of business will apply. The Client will be liable to Praise for an introduction fee equivalent to the normal payment fee in the event of permanent employment or equal to 200 times the hourly rate applicable to contract staff of the relevant category in which the employee was last employed by Praise. No rebate scale shall apply whatsoever under these circumstances.

2. Executive Search Assignment

Assignment fees for domestic UK positions shall be calculated at the rate of 33% of total gross taxable emoluments. The fee is payable in three instalments:
33% of total fee upon acceptance of assignment (non-refundable).
33% of total fee upon presentation of candidate short-list.
The balance being due on the commencement date of engagement of successful candidate.

Assignment fee for International positions will be calculated at the rate of 45% in three instalments as above.
With respect to the balance of fees our rebate scale as detailed above shall apply, providing all other Terms and Conditions have been satisfied.

3. Advertised Assignment

The Client is responsible for payment of all advertising costs at the agreed rate. All assignments expenses directly connected with the exercise will be passed on at cost. Placement fee and Terms of Business for advertised assignments may be varied subject to the Client's particular brief. Any difference to the general fee schedule will be agreed with the Client in writing prior to the commencement of the assignment.

4. Permanent Staff Terms

- (a) Fees are calculated as a percentage of the first year gross remuneration; this includes all emoluments that form the gross taxable pay (e.g. shift allowance, guarantee, bonus, location weighting, on-call allowance and any form of retainer). In the event of guarantee or retainer for a period of less than 12 months, the fee shall be calculated on a prorata basis as if the guarantee/retainer were for a period of 12 months. Fees shall be in accordance to the scale outlined below. A minimum charge of £4,000 will apply to any engagement where the total annual remuneration is less than £30,000 per annum.

Total Annual Salary	% Charged
£30,000 - £49,999	20%
£50,000 - £79,999	25%
£80,000 - £99,999	30%
£100,000 +	33%

- (b) If the Client or a member of the client's staff refers a candidate introduced by Praise to some other person or body within 6 months of the introduction of the candidate engages. That candidate in any capacity whether temporary, permanent or self-employed, the Client will be liable for an introduction fee at our prevailing rate at the date of notification or discovery by Praise if not notified. Interest at the current Barclaycard rate will be applied from the date of appointment until payment of the invoice, without concession. No rebate scale shall apply whatsoever under these circumstances.
- (c) The fee will become payable upon commencement of the candidates engagement. Provided that the fees have been paid within 28 days of candidates' commencement of engagement the following rebate scale will apply.

1 st Week	100%	5 th Week	30%
2 nd Week	80%	6 th Week	20%
3 rd Week	60%	7 th Week	10%
4 th Week	40%	8 th Week	No refund

If any candidate engagement with the Client is lawfully terminated for any reason other than redundancy, within the period specified (no trial period allowed) and provided the Client informs us in writing of the fact within 7 days of termination, the Client will receive a rebate as above. Should a candidate leave the Client within the first week then a minimum administration fee of £250.00 is payable to Praise.

- (d) The Client is responsible for taking up of references as to the candidates' qualifications, capabilities, integrity, medical history and suitability to meet the job specification. It is also the Client's responsibility to obtain a work permits for the candidate wherever necessary.
- (e) Praise can accept no liability whatsoever on behalf of Clients, their servants or agents for any loss, damage, costs or expenses howsoever caused which the Client may suffer, or for which the Client may become liable, rising out of the connection with or as a result of introduction to the Client or the engagement by the Client of a candidate.
- 5. No variation can be made to these Terms without the written consent of a Director of Praise.
- 6. These Terms supersede any other previous terms of Business or any other agreed Terms.