



CAROUSEL
CONSULTANCY LTD

COMMERCIAL DIVISION

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Terms and Conditions of Business

Terms and Conditions for the Introduction of Permanent & Contract Staff

1 DEFINITIONS

In these Terms and Conditions the following definitions apply:

"The Employment Agency" means Carousel Consultancy Ltd. The Employment Agency is acting as an Employment Agency within the scope of the Employment Agencies Act 1973.

"The Client" means the person, firm or corporate body to whom the Candidate is introduced.

"The Candidate" means the person introduced by the Employment Agency to the Client for an engagement.

"Engagement" means the appointment of the Candidate any time up to six months after the date of the last interview or initial introduction, whichever is the later, to perform services for or on behalf of the Client whether under a contract of service or for services.

"Remuneration" means the total of all emoluments payable or receivable by the Candidate pursuant to the Engagement.

2 THE CONTRACT

- a) These Terms and Conditions are accepted by the Client by virtue of an interview with, or the Engagement of the Candidate.
- b) No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Agency 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 NOTIFICATION & FEE

In the event that the Engagement is accepted by the Candidate the Client shall:

- a) Notify the Employment Agency immediately and provide details of the Remuneration.
- b) Pay the Employment Agency's fee for the introduction of the Candidate within 15 days of the date of invoice. The fee payable by the Client is calculated, in accordance with the scale of fees already provided, on the remuneration payable to or receivable by the Candidate during the first twelve months of the engagement notwithstanding that the engagement may be terminated during that period. All fees are subject to the addition of VAT.

In the event that payment is not made in accordance with Clause 3b, the Employment Agency reserves the right to charge interest on late debt in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and any applicable secondary or subsidiary legislation.

The Client shall be liable to pay the Employment Agency's fee in respect of a Candidate introduced notwithstanding that the Client engages the Candidate in a different position to that originally envisaged.

- c) The fees for contract placements will be calculated as in our "Scale of Fees" and apportioned pro-rata. For contracts up to six months in duration the Replacement Guarantee will also be apportioned pro-rata. Should the contract be extended, a further invoice will be raised for the balance of the Introduction Fee. No guarantee will be applicable on the extension of the contract.
- d) If the Client subsequently engages or re-engages the Candidate within the period of six calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3b above becomes payable.

- e) Within our fee there is an administration charge of £500.00. This will be payable by the Client to Carousel if the Candidate ceases employment before the invoice due date.
- f) There are no circumstances under which money will be refunded to the Client.

4 INDIRECT INTRODUCTIONS

The Client shall be liable to pay the Employment Agency's fee in accordance with Clause 3b if it refers the Candidate to any third party within six months of the date of the last interview or initial introduction, whichever is the later, and that third party engages the Candidate in any event where an Engagement results directly or indirectly from the introduction of the Employment Agency. The Replacement Guarantee shall not apply to any indirect introductions.

5 INSURANCE PROGRAMME

- a) If the Client pays the Employment Agency's fees as prescribed in the accompanying Scale of Fees and the Engagement terminates, for any reason, other than redundancy, related to the suitability of the Candidate or by the Candidate's resignation, within the specified period and written notification of termination is received by the Employment Agency within 7 days the Client will be entitled to a replacement Candidate.
- b) In the event that payment is not received in accordance with 3b of these terms the Client is liable to pay the full invoice.
- c) If the original Candidate is subsequently re-engaged by the Client, its subsidiary or associated company or any third party introduced by the Client within the period of six months from the date of termination of the Engagement the Client shall pay the Employment Agency's fee calculated in accordance with Clause 3b and shall not be entitled to the Replacement Guarantee.
- d) In the event that the replacement Candidate is employed by the Client, there will be no further charge to the Client on condition that the replacement Candidate is employed by the client in the same position and on the same or lower salary as that of the departing Candidate. If the replacement Candidate secures a higher salary then Carousel will invoice accordingly to cover the difference.

6 SUITABILITY

The Employment Agency endeavours to ensure the suitability of the Candidate: Notwithstanding this, the Client shall take such steps as it is deemed necessary to satisfy itself as to the suitability of the Candidate and is responsible for taking up any references provided by the Candidate and/or the Employment Agency before engaging the Candidate. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the Candidate and satisfying any medical and other requirements or qualifications required by law.

7 LIABILITY

The Employment Agency shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the introduction or Engagement of any Candidate or from the failure of the Employment Agency to introduce a Candidate.

The Client shall indemnify the Employment Agency against any costs, including legal costs, claims, damages and expenses incurred by the Employment Agency arising from or in any way connected with the introduction of the Candidate or Engagement of the Candidate by the Client or the withdrawal by the Client, of a vacancy.

If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Employment Agency an administration fee of £500.00.

Scale of Fees for the Introduction of Permanent Staff

These terms are effective from 1st July 2004 and supersede all previous Terms and Conditions			
		Introduction Fee	Insurance
i	Salaries up to and including £14,999	15% of the salary	60 day
ii	Salaries from and including £15,000 to £17,999	18% of the salary	75 day
iii	Salaries from and including £18,000 to £24,999	20% of the salary	90 day
iv	Salaries from and including £25,000 and above	25% of the salary	90 day

Replacement Guarantee

If the Engagement terminates, for any reason, other than redundancy, related to the suitability of the Candidate or by the Candidate's resignation, as set out in our "Scale of Fees" we will select and present Replacement Candidates. Upon appointment of the Replacement Candidate the Client will receive a credit note for the original fee and a new invoice for the Replacement Candidate.

To qualify for the Replacement Guarantee, the Client must:

- * Ensure that payment of the original invoice is received within 15 days as stated in our the Terms and Conditions of Business.
- * Notify the Employment Agency within 7 days of the date of termination of the Engagement that it requires a Replacement Candidate.

The Client should give the Employment Agency a reasonable time within which to put forward a suitable Replacement Candidate. This will receive the highest priority.

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

Carousel Consultancy Ltd reserves the right to review and revise these Terms without prior notice

Terms and Conditions for the Supply of Temporary Workers

1 DEFINITIONS

In these Terms and Conditions the following definitions apply:

"The Employment Business" means Carousel Consultancy Ltd. The Employment Business is acting as an Employment Business within the scope of the Employment Agencies Act 1973.

"The Client" means the person, firm or corporate body requiring the services of the Temporary Worker.

"Temporary Worker" means the person or limited company (including any officer, employee or agent thereof) engaged to carry out the Assignment.

"The Assignment" means the period during which the Temporary Worker is engaged to render services to the Client.

2 THE CONTRACT

- a These Terms and Conditions are accepted by the Client by virtue of its interview with the Employment Business or the Temporary Worker or the Engagement by the Client of the services of the Temporary Worker.
- b No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business 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 TIMESHEETS

- a At the end of each week of the Assignment (or, where the Assignment is for a period of less than one week or is completed before the end of the week or at the end of the Assignment) the Client shall sign the timesheet of the Employment Business verifying the number of hours worked by the Temporary Worker during that week.
- b Signature of the timesheet by the Client or any other such confirmation of the hours worked by the Temporary Worker constitutes acceptance that the Temporary Worker's services have been provided for the hours indicated and such services have been satisfactory and in accordance with these Terms and Conditions.
- c The Client shall be responsible for retaining copies of all timesheets signed or submitted by the Temporary Worker in order to validate the amounts shown on any invoice.
- d The failure of the Client to sign a timesheet or otherwise confirm the hours worked by the Temporary Worker will result in the Employment Business raising an invoice calculated on the basis of the Temporary Worker having worked 37.5 hours at the agreed charge rate unless the Client has previously advised the Employment Business of the unsuitability of the Temporary worker in accordance with Clause 8 of these Terms and Conditions.

4 CHARGES

- a The Client shall pay the hourly charges of the Employment Business current at the commencement of the Assignment which may be varied by the Employment Business with immediate effect from time to time during the Assignment.
- b The charges are calculated by reference to the number of hours worked by the Temporary Worker (to the nearest quarter hour) plus VAT and are invoiced to the Client on a weekly basis, payable within 7 days. Travelling, hotel and other expenses as may be agreed shall be added to the invoice.
- c The Employment Business reserves the right to make a minimum charge equivalent to 4 hours of the hourly rate previously advised in respect of engagements of less than 4 hours duration.

- d In the event that payment is not made in accordance with Clause 4b, the Employment Business reserves the right to charge interest on late debt in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and any applicable secondary or subsidiary legislation.

5 REMUNERATION

The Employment Business is responsible for paying the Temporary Worker's remuneration where applicable or fees and for the deduction and payment of National Insurance Contributions and Schedule E Income Tax (PAYE), applicable to the Temporary Worker as required by law.

6 INTRODUCTION FEES

- a The Employment Business shall be entitled to charge the Client an introduction fee upon the Engagement or use by the Client, either directly or indirectly and for any length of time, for the services of a Temporary Worker within a period of 8 weeks from the end of the Temporary Worker's last Assignment or 14 weeks from the beginning of the Temporary Worker's last Assignment, whichever is the later date, or the introduction of the Temporary Worker to any third party resulting in any use or Engagement by that third party within that period. Where the Temporary Worker has been supplied to the Client within the 42 days prior to the commencement date of that last Assignment, the start date of the Assignment shall be deemed to be the relevant date for the calculation of the 14 weeks. The introduction fee will be calculated in accordance with the Scale of Fees for the introduction of permanent staff according to the total taxable emoluments payable to the Temporary Worker during the first 12 months of such Engagement but without any entitlement to a replacement. An introduction fee is also payable in respect of a Temporary Worker who subsequently becomes incorporated under a limited company in accordance with this clause.

In the case of a direct or indirect Engagement or use of the services of a Temporary Worker, and whether an Assignment has been carried out or not, the Client will not be liable for an introduction fee if the Client elects to continue the hire of the Temporary Worker through the Employment Business for a period of 26 weeks.

- b Where the amount of the annual emolument is not readily discernible, the fee will be calculated as a multiply of 300 times the hourly charge at which the Temporary Worker was last engaged by the Client.

7 LIABILITY

- a Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Temporary Worker and to provide them in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from the failure to provide a Temporary Worker for all or part of the period of the Client's Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker or if the Temporary Worker terminates the Assignment for any reason.
- b Temporary Workers provided by the Employment Business to the Client are under the supervision, direction and control of the Client for the duration of the Assignment and the Client shall not direct a Temporary Worker to undertake any duties outside the scope of either the original Assignment or these Terms and Conditions of Business or for which special skills or experience are required unless satisfied that the Temporary Worker is competent and qualified to undertake such duties and unless the Client has previously advised the Employment Business of such a change.
- The Client is responsible for all acts, errors and omissions of the Temporary Worker whether willful, negligent or otherwise as

though the Temporary Worker were an employee of the Client, and the Client will comply in all respects with all statutes including for the avoidance of doubt, the Working Time Regulations, by-laws and legal requirements to which the Client is ordinarily subject in respect of its own employees and staff, including in particular the provision of adequate Employer's and Public Liability Insurance Cover for the Temporary Worker during Assignments, but excluding the matters referred to in Paragraph 5.

- c The Client shall supply the Employment Business with any information required by the Employment Business under the Health and Safety Legislation (including, without limitation, any requisite special occupational qualifications or skills and any special features of the Temporary Worker affecting health and safety). The Client shall also ensure that it complies with all relevant Health and Safety Legislation in respect of the Temporary Worker as if the Temporary Worker was an employee of the Client and that the Temporary Worker complies with any obligations to which it is subject under such legislation.
- d The Client shall indemnify the Employment Business against any costs, including legal costs, claims, damages and expenses incurred by the Employment Business arising out of the engagement or use of the Temporary Worker by the Client.
- e The Client shall report to the Employment Business any accident resulting in injury to or death of the Temporary Worker whilst carrying out an Assignment.

8 TERMINATION

- a The Client shall supervise the Temporary Worker sufficiently to ensure its satisfaction with skills and standards of workmanship but if the services of the Temporary Worker are unsatisfactory, the Employment Business may reduce or cancel the charge for the time worked by the Temporary Worker with the Client provided that the Client terminates the Assignment and notifies the Employment Business of the termination within the same day as the commencement of the Assignment.
- b Each of the Client, the Temporary Worker or the Employment Business may terminate the Assignment at any time without prior notice.
- c The Client shall be responsible for advising the Employment Business that the Temporary Worker has left the Assignment and failure to do so shall render the Client liable for any costs or losses incurred by the Employment Business or any third party as a result of such a failure.

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

Carousel Consultancy Ltd reserves the right to review and revise these Terms without prior notice

Carousel Consultancy Ltd

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Registered in London, Co. reg No. 577338893.