



**NES UK**  
**( a trading name of NES INTERNATIONAL LIMITED)**  
**Terms and Conditions for the Introduction of Permanent Staff Employed by Clients**

1. Definitions

In all contracts to which these terms and conditions apply:

- “the Company” means NES UK (a trading name of NES International Limited) or any of its associated or subsidiary companies or divisions (an employment agency as defined in the Conduct of Employment Agencies and Employment Business Regulations 1976 and the Employment Agencies Act 1973);
- “the Client” means the person, firm or corporate body to whom the Applicant is introduced.
- “the Applicant” means any person, partnership or other organisation introduced to the Client by the Company , including any member of the Company’s own staff.
- “Engagement” means the appointment of the Applicant to provide services for or on behalf of the Client whether under a contract of service or for services, or under an agency, licence, franchise or partnership agreement and whether the appointment is made to the post or position in respect of which the introduction was made or to any other post or position.
- “Remuneration” means the total annual gross value of all taxable and non taxable emoluments payable to or receivable by the Applicant pursuant to the Engagement.

**For the purposes of these terms and conditions the Company is deemed to have introduced the Applicant to the Client if the Company has provided the Client with a copy of the Applicant’s Curriculum Vitae and/or has arranged an interview between the Applicant and the Client. In the case of interviews such introduction is deemed to have been made irrespective of whether the interview so arranged actually takes place and irrespective of whether the Client had previous knowledge of the Applicant howsoever obtained.**

2. These terms and conditions are between the Company and the Client and are deemed to be accepted by the Client by virtue of a Curriculum Vitae for the Applicant having been provided to the Client by the Company and/or an interview having been arranged for an Applicant and/or the Engagement of an Applicant. No variation of these terms and conditions is valid unless approved by a director of the Company in writing.
3. The Client agrees to:
- a) provide to the Company a copy of any offer of an Engagement within 24 hours after the Engagement is offered to the Applicant; and
  - b) notify the Company within 24 hours after an Engagement is accepted by the Applicant; and
  - c) pay the relevant fee as calculated by reference to these terms and conditions to the Company within fourteen days of the date of the Company’s invoice therefore or the date the Applicant starts the Engagement, whichever is sooner
4. Any fee or fees payable to the Company by the Client for the introduction of an Applicant will be calculated as a percentage of the Remuneration. Where practicable the fee will be agreed, in writing, between the Company and the Client prior to the introduction of the Applicant to the Company and if it is not so agreed then the percentage figure to be applied pursuant to this clause 4 will be 22 %

5. Any fee or fees mentioned herein payable by the Client are quoted exclusive of Value Added Tax (unless expressly stated to the contrary) which shall additionally be payable by the Client.
6. Should the Engagement terminate before the expiry of 90 days from the commencement of the Engagement a full refund of the fee paid to the Company shall be made to the Client provided that:
  - i) the Client notifies the Company in writing within seven days of the termination of the fact of termination; and
  - ii) the Client has complied with clause 3 of these terms and conditions .

If the Client or any subsidiary or holding or associated company of the Client subsequently re-engages the Applicant within the period of six calendar months from the date of termination of the Engagement, a fee calculated in accordance with clause 4 above becomes payable by the Client.

7. All introductions are confidential as between the Company and the Client. The passing on of a Curriculum Vitae or any details of an introduction of an Applicant to another employer, which results in an engagement of the Applicant by that other employer, renders the Client liable to payment of the Company's fee which is 22% of the total annual gross value of all taxable and non taxable emoluments payable to or receivable by the Applicant pursuant to the engagement by the other employer.
8. An introduction fee will be charged to the Client in relation to any Applicant engaged by any other third party as a consequence of or resulting from an introduction by or through the Company, even though the introduction to that third party may be made indirectly, which introduction fee will be 22% of the total annual gross value of all taxable and non taxable emoluments payable to or receivable by the Applicant pursuant to the engagement by the said third party.
9. The Company uses its reasonable endeavours to ensure the suitability of any Applicant introduced to the Client. The Client shall nevertheless satisfy itself as to the suitability of any Applicant and shall take up any references provided by any Applicant and/or the Company before engaging any such Applicant. The Client shall be solely responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant and shall satisfy any medical and/or other requirements or qualifications required by law or otherwise
10. The Company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the Client or the introduction by the Company to the Client of any Applicant or the Engagement of any Applicant by the Client.
11. If any provision of these terms and conditions is deemed by a judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions of these terms and conditions shall remain in full force and effect unless the Company in its absolute discretion decides to the contrary in which case the Company shall be entitled to terminate this agreement forthwith by notice to the Client.
12. The construction, validity and performance of these terms and conditions is governed by the laws of England and the parties accept the exclusive jurisdiction of the English Courts.

I agree to the above terms: \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

Print Name: \_\_\_\_\_  
 \_\_\_\_\_

Company Name: \_\_\_\_\_  
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