



TERMS AND CONDITIONS RELATING TO THE INTRODUCTION OF PERMANENT STAFF TO

1. Definition

In these terms and conditions and all contracts to which the terms and conditions apply:

1.1 "IS" means Iopa Solutions a Ltd Company registered as such of 36 Alie St, London, E1 8DA. England.

1.2 "The Client" means the individual firm or company of whatever description in which IS shall supply or offer to supply or introduce any Applicant.

1.3 "Applicant" means an individual, or where the context so admits a number of individuals or a company, introduced by IS for possible engagement by the Client or a permanent member of staff of IS.

1.4 "Engagement" means

1.4.1 the employment of an Applicant by the Client; or

1.4.2 an agreement between the Client and the Applicant to enter a contract of employment on some later date; or

1.4.3 an agreement by the Client to remunerate an Applicant; or

1.4.4 an agreement by the Applicant to accept employment or remuneration from a third party to whom he was referred by the Client (whether with or without the consent of IS).

1.5 "Remuneration" means the gross aggregate of salary fees, payments weighting and other taxable emoluments of all description payable to or receivable by the Applicant for services rendered to the Client or any third party in the period of 12 calendar months from the date of engagement or the date of commencement of provision of services by the Applicant whichever is the later.

1.6 "Fee" means 30% of remuneration.

1.7 "Settlement Period" means 30 days from the date of invoice.

1.8 "Interest" means 4% per annum above the base rate for the time being of Lloyds Commercial plc calculated on a daily basis.

2. Acceptance of Terms

Unless other terms have been specifically agreed and signed by IS and the Client in writing, the Client shall be deemed to have accepted and be bound by these terms and conditions:

2.1 When it interviews an Applicant, whether on the premises of the Client or otherwise; or

2.2 When it engages an Applicant; or

2.3 When an engagement is made between a third party and an Applicant as a direct or indirect consequence of an introduction made by or on behalf of IS.

3. Client's Obligation

The Client shall:

3.1 Notify IS of any engagement made whether such engagement is made at the time of such introduction or within 12 months after the last interview arising from such introduction.

3.2 Fully disclose to IS the remuneration to be paid to the Applicant and its means of calculation.

3.3 Pay the fee together with V.A.T. (if applicable in the country where the candidate is placed) thereon at the rate for the time being in force within the settlement period and in default thereof.

3.4 Pay the fee within 30 days of the Applicant accepting the offer, payments in default of this will incur interest charged at the above rate. (Please refer to 1.8)



3.5 Not at any time during the Term of this Agreement attempt to solicit any employee or officer of IS directly with a view of offering or giving alternative employment, engagement or otherwise for the said officer or employer.

4. Abatement of Fees

4.1 In order to qualify for the following abatement, the Client must pay Agency's fee within 30 days of the date of invoice.

4.2 If the Engagement is terminated the client must notify the IS in writing of the termination within 14 days of its termination.

4.3 In the event of termination of an engagement within 3 calendar months of its commencement IS shall subject to Clause 4.2 hereof abate the fee by credit to the Client in accordance with the following scale:

Period of Employment Credit Allowed

Within 1 month **100%**

Exceeding 1 month

Less than 2 months **50%**

Exceeding 2 months

Less than 3 months **25%**

4.4 IS shall not be liable to abate a fee unless:

4.4.1 IS' invoice in respect of the engagement shall have been paid in the settlement period.

4.4.2 Notice of the termination shall have been given in writing by the Client to IS within 14 days of such termination and:

4.4.3 Documentary evidence of termination is produced to IS by the Client.

4.4.4 The termination is not due to redundancy or the liquidation, bankruptcy, dissolution or amalgamation or reorganization of the employer or change of job specification.

5. Confidentiality

5.1 IS and the Client shall ensure mutual confidentiality exchanged for the purpose of effecting an engagement; and

5.2 The Client shall not without the consent of IS provide information in respect of the Applicant to any third party whether for employment purposes or otherwise.

5.3 IS shall not without consent of the Client provide to any third party information in respect of the Client or its business or undertaking.

6. IS' Obligation

6.1 Whilst IS shall use its best endeavours to ensure that each Applicant introduced by it to the Client is suitable for the post offered by the Client, the Client alone is responsible for the verification of reference obtained and the selection of Applicant(s) to whom offers of engagement are made.

6.2 IS shall not be liable for any loss or damage incurred by the Client by virtue of the act, omission or default of any Applicant.

Signed for and on behalf of

And signed for and on behalf of **Iopa Solutions**

Signature:.....
Name:
Title:
Date:

Signature:
Name:
Title:
Date:.....