

RAIN CONSULTANCY GROUP LIMITED

Terms and Conditions of Business for the Introduction of Permanent & Contract Staff

1. Definitions

Within this agreement, the words and expressions used shall mean as follows:

"The Company" shall mean Rain Consultancy Group Limited (RCG Limited) and or/any subsidiary or associated business whether incorporated or not.

"The Client" shall mean any person, firm, limited company or any other association whether incorporated or not who received an introduction of an individual being considered as a candidate for employment.

"The Applicant / Candidate" shall mean any individual introduced to the Client irrespective of whether the Client has prior knowledge of that individual.

"The Total Remuneration Package / Contract Rate" shall mean the Contract rate / gross salary and any additional bonuses / commissions or benefits in kind or other payments which are guaranteed to the successful candidate during the first year of employment or the duration of the contract including any extensions. Where the Candidate is appointed on a Commission only basis, fees will be calculated on the basis of expected total remuneration in the first year but subject to a minimum fee of £15,000 or the equivalent value foreign currency. The Company reserves the right to submit an additional fee charge after a twelve month period where there the minimum fee invoiced is less than the sum due as calculated in accordance with paragraph 6 below.

"Employment" shall mean a) the engagement by the Client of a Candidate either as a salaried employee of the Client or engaged on a self employed sub contractor basis, or any other contract of service, fixed term contract or joint venture arrangement and / or b) the entering into a commercial relationship between the Client and the Candidate either in a self employed state, or as an employee of a third party, rather than as an employee of the Client. Where such commercial relationship is entered into after the introduction of the Candidate to the Client by the Company, then it will be deemed that the commercial relationship was entered into as a result of that introduction, and in this case the fee will be calculated in accordance with the fee scales detailed below but subject to a minimum fee of £25,000 or the equivalent value foreign currency.

"Gender and Plurals" any reference to the singular shall include the plural where relevant and vice versa. Similarly any reference to the male gender shall include the female gender and vice versa.

2. The Agreement

All business conducted by the Company on behalf of the client shall be under these specific terms and conditions which may be amended by express written agreement between the parties and signed on behalf of the Company by an authorised Director. These terms [as amended in accordance with the proceeding sentence] shall override any other terms and conditions whether implied or in writing between the parties which are in conflict.

The inability to implement the whole or part of any clause of these terms and conditions shall not affect the enforceability of the remaining clauses.

3. Acceptance

This agreement is deemed to be accepted by the Client by virtue of the Client arranging an interview or offering employment for any applicant / candidate introduced by the Company.

4. Candidate Suitability

The Company endeavours to ensure the suitability of any applicant introduced to the Client, however the Company does not personally establish references and the Client must satisfy himself as to the suitability of any applicant and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) provided by any applicant and / or the Company before engaging such applicant. 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 any applicant, and satisfies any medical and other requirements or qualifications required by law.

5. Notification

The Client agrees to notify the Company immediately upon the offer of a position to any candidate introduced by the Company.

6. Fee Structure

The Client agrees to pay an introduction fee to the Company calculated by reference to the Total Remuneration Package as follows:-

Total Remuneration Package up to £24,999	20% of annual sum
Total Remuneration Package £25,000 - £49,999	25% of annual sum
Total Remuneration Package up to £50,000 plus	30% of annual sum

The Client agrees to pay margin for Contract placements to the Company calculated by reference to the Contract Pay Rate as follows:-

Contract Rate	<u>20% of Contract Rate</u>
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All amounts shown above shall be subject to Value Added Taxation (where applicable) at the rate ruling at the time of appointment. Where the remuneration package is quoted in a currency other than sterling, that sum shall be expressed as sterling by reference to the international currency conversion rates as published in the Financial Times applicable at the date of appointment.

7. Payment Terms

All fee invoices are payable by the Client to the Company within seven days of the submission of an invoice. Where a Candidates notice period is in excess of 4 weeks the Company will invoice the Client on acceptance of the Contract of Employment by the Candidate. For notice periods of 4 weeks or below the invoice will be sent by the Company immediately following the commencement of employment of the Candidate.

8. Overdue Accounts

The Company reserves the right to charge interest on all overdue debts at the rate of 8% plus the Bank of England Base rate per month or part thereof. We also reserve the right to void any agreed reduced fee with the client should they not meet our agreed payment terms as set down under section 7 payment terms and invoice the client at our Standard Fees as set down in section 6 Fee Structure for overdue accounts.

9. Confidentiality

Introductions are confidential. Any information passed to a third party which results in the engagement of an applicant, or the use of an applicant, whether contract or permanent, renders the Client Liable to payment of the Company's fee as set out in section 6.

10. Introduction

Introductions are confidential. The passing of an introduction to another employer, person, firm or corporation which results in an engagement within 12 months renders the Client liable to payment of The Company's fees as set out in section 6 Fee Structure.

An introduction fee calculated in accordance with The Company's scale of fees will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through The Company, even though the introduction may be made indirectly. The term applicant / Candidate refers to the person introduced by The Company to the Client, including any member of The Company's own staff.

In the event that any Applicant / Candidate is rejected by the Client or the Applicant / Candidate rejects an offer of engagement or does not attend or cancels their interview, if the Applicant / Candidate is subsequently engaged by the Client within twelve months of the date on which the Client first receives the Applicant's / Candidate's CV the Client shall pay the Introduction fee to The Company in accordance with the scale of fees as set down in Section 6 Fee Structure. Any reduced fee and rebate agreement agreed at the time of the original introduction of the Applicant / Candidate by the Company to the Client will become void and the Company's standard fee's as set down in Section 6 Fee Structure will be liable for payment by the Client.

11. Limitations

The Company shall not be liable to the Client under or in connection with this Agreement for any indirect or consequential loss or damage or any loss of or damage to profit, revenue, savings, use, contract, goodwill or business, in each case howsoever caused, including without limitation by reason of misrepresentation (whether made prior to or in this agreement), negligence, other tort, breach of contract or breach of statutory duty.

12. English Law

This Agreement shall be governed by and constructed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.