

permanent staff

Placements fees are calculated as a percentage of the candidate's gross annualised remuneration including any guaranteed bonuses.

Car allowances will be chargeable to a value of £5,000. Our minimum fee is set at £2,000 plus VAT

Retained assignments will be payable in three installments. 30% at engagement | 30% at presentation | 40% at start.

Payment of permanent fees are to be made within 14 days of invoice to qualify for the below guarantee.

Introduction Fees:

Up to £24,999	18%
£25,000 to £44,999	22%
£45,000 to £74,999	25%
£75,000 and above	30%

guarantees and rebates

If the Candidate's employment with the Client is terminated by either the Candidate or the Client within 12 weeks of the commencement of employment for any reason other than redundancy, NLB Solutions will supply a replacement Candidate free of charge. The Client must notify the Company of the termination of employment within 7 days of the termination.

To qualify for the following guarantee, the Client must pay the above fee within 14 days of the date of invoice and give NLB Solutions the opportunity to refill the position.

Rebate Terms:

Up to 6 weeks	50%
6 to 12 weeks	25%

fixed term contracts

Fixed term contracts are calculated on a pro-rated basis on our standard introduction fees with a minimum fee of £1,500. This charge is payable on commencement of assignment and there are no rebate terms attached.

Contract assignments must last for a minimum of 3 months. At the end of each period we must have notice in writing two weeks prior to the agreed end date of the assignment. If this is not received a further 3 months will be billed at the pro-rated amount.

Example:

Salary of £30,000 for 3 months
 $(£30,000 \times 22\%) \times 0.25 = £1,650$

temporary assignments

NLB Solutions will provide staff at hourly or daily rates as requested by client. There are no rebates for temporary staffing solutions.

NLB Solutions will complete all employability checks.

Invoices for temporary assignments are payable on receipt

temporary to permanent transfer

If you wish to transfer a temporary worker to a permanent employee within the first 6 weeks of assignment then a fee will be billed at the standard permanent rate. There forward, for every 4 weeks worked a 10% discount of the full permanent fee will be applied.

If you wish to transfer from fixed term contract the following will apply:

- Within 3 months a full permanent fee will apply.
- After full 3 but before 6 months - 80% of full permanent fee will apply
- After full 6 months but before 9 months - 60% of permanent fee will apply
- After full 9 months but before 12 months - 40%
- After full 12 months - 25% of permanent fee will apply

There are no rebates on transfers

DEFINITIONS: In these Terms of Business the following definitions apply:

“**Company**” means No Looking Back Solutions Ltd. or No Looking Back Temporary Solutions Ltd. or No Looking Back Practice Solutions Ltd. (Trading as NLB Solutions); “**Client**” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the candidate is introduced; “**Candidate/Worker**” means the person introduced by the Company to the Client for any Engagement; “**Engages/Engaged/Engagement**” means the engagement, interview or employment of an Applicant by the Client either directly or through a limited company of which the Temporary Worker is an officer or employee; “**Introduction**” means the Company’s introduction of an Applicant to the Client including the provision of a Curriculum Vitae or other information, which identifies the Applicant; “**Assignment**”: Means each period during which the Temporary Worker is supplied to render services to a Client; “**Assignment Details**”: means the Agreement; “**Introduction Fee**”: means the fee payable; “**Temporary Worker**”: means the individual who is introduced by the Company to render services to the Client; “**Transfer Fee**”: means the fee payable in accordance with clause 9 below and Regulation 11 of the Conduct of Employment Agencies and Employment businesses Regulations 2003.

GENERAL

1. The client agrees to provide the company with all the necessary details they require about the position they are looking to fill including experience, training, qualifications and any authorisation which the Client considers necessary or are required by law or by any professional body and any health and safety risks known to the Client and any further details the company may request.
2. The client agrees upon registration of a permanent or temporary job vacancy that The Company will use all appropriate means available to them to attract the required calibre of candidate relevant to the Clients requirements and this may include confidential advertising.
3. No variation can be made to these terms without written consent of a Manager at the company.
4. Overdue debts - The Company can exercise its right to claim statutory interest at 3.5 per cent over the current Bank of England base rate, as well as claiming compensation for the recovery of costs, both guaranteed by the Late Payment of Commercial Debts (Interest) Act 1998, if money owed is not received by the agreed date and under the agreed credit terms. Interest will be applied from the due date until the date of payment.
5. The company accepts no liability for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Company seeking a work-seeker for the Client or the introduction by the Company to the Client of any work-seeker or the engagement of any work-seeker by the Client or from any delay arising from any failure to provide a particular work-seeker for all or part of a period of any booking, or from the negligence, dishonestly, misconduct or any act or omission of the work-seeker provided to the Client. In any event the liability of the Company to the Client shall be limited both in contract, tort and at common law to the amount of the fee payable by the Client.
6. Introductions
 - 6.1. The Introduction of Candidates is confidential. If the disclosure by a Client to a third party of any details regarding Candidates results in employment with that third party within 6 months of the Introduction by the Company, the Introduction fee will be payable by the Client.
 - 6.2. An Introduction fee will be payable on any Candidate employed by the Client as a consequence of or resulting from an Introduction by the Company within 12 months of the date of Introduction.
7. Should the Client or any subsidiary or associated company of the Client following an introduction by the Company engage the work-seeker, or the work-seeker, within the period of twelve calendar months from date of introduction, a full fee in accordance with the terms detailed overleaf becomes payable (with no entitlement to a refund).
8. If any term or part thereof in these terms is held to be unenforceable the remainder of these terms or part thereof shall still be effective.
9. The headings contained in these Terms are for convenience only and do not affect their interpretation.
10. The Company shall be entitled to deduct by way of set off any loss that has been caused to the Company as a result of the Client’s breach of the Agreement.
11. The construction and validity of these terms shall be interpreted according to English law and all parties shall submit to the exclusive jurisdiction of the English Courts.

PERMANENT ASSIGNMENTS

1. **The Contract**
 - 1.1. These Terms of Business are between the Company and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or Engagement of a Candidate.
 - 1.2. The client agrees to pay the introduction fee plus VAT within 14 days of date of invoice upon commencement of the successful applicant as sourced and introduced by the company.
2. **Fee and Guarantee**
 - 2.1. The following fee payable to the Company by the Client for an Introduction resulting in the employment of a Candidate is applicable at the commencement of employment:
 - 18% of the basic salary up to £24,999
 - 22% of the basic salaries of £25,000 to £44,999
 - 25% of the basic salaries of £45,000 to £74,999
 - 30% of basic salaries in excess of £75,000
 - 2.2. Where a company car is offered a value of £5000 or specific value for a car allowance will be added onto the base line salary in order to give a total for the percentage to be calculated.
 - 2.3. No fee is incurred by the Client until the Candidate commences employment, when the company will issue an invoice for the relevant fee. VAT will be charged at the prevailing rate.
 - 2.4. In order to qualify for the following guarantee;
 - 2.4.1. The Client must pay the above fee within 14 days of the date of invoice.
 - 2.4.2. The Client must notify the Company of the termination of employment within 7 days of the termination.
 - 2.4.3. The client must give the Company an opportunity on an exclusive basis for a period in which first interviews are held to refill the position.
 - 2.5. If the Candidate’s employment with the Client is terminated by either the Candidate or the Client within 12 weeks of the commencement of employment for any reason other than redundancy, the Company will supply a replacement Candidate free of charge subject to clause 2.4.
 - 2.6. Should the Client subsequently employ the Candidate again within 6 months of the date of termination, the Introduction fee will be payable by the Client again.
 - 2.7. Subject to clause 2.4 the client may request a refund based on the following providing that the invoice has been paid within 14 days of the date of invoice.
 - If the departure is less than 6 weeks following commencement: 50%
 - If the departure is 6 weeks or more and less than 12 weeks following commencement 25%.
 - 2.8. If the Client is not able to grant the Company exclusivity per clause 2.4.3 the Company will issue a Credit Note equivalent to figures detailed in clause 2.7.
 - 2.9. For retained assignments, the client shall pay a fee to the Company of 30% of the gross remuneration. The fee is invoiced in 3 instalments, the first on the date of receipt of the client’s instruction to proceed with the assignment, the second 30% upon the submission to the client of the shortlist of candidates or six weeks after the presentation of the initial invoice (whichever is the sooner), and the third 40% at formal start date by the Candidate. Where more than one appointment is made from the supplementary shortlist, the

fee for the second and subsequent appointments will be invoiced at the same fee rate as the original appointment, unless otherwise agreed in relation to a specific case. In the event that the client, having agreed and accepted the proposal, instructs the Company to proceed but subsequently cancels or materially alters the assignment at any time prior to the submission of shortlist candidates, the client's proportions of the fee, calculated pro rata to the amount of work carried out in the assignment, is payable. Where the assignment is cancelled or materially altered after submission of the shortlist, the fee is payable in full, as by that stage, the substantial portion of the Company's work has been completed.

2.10. Contract fees for fixed term assignments;

- 2.10.1. A minimum term of 3 month is required
 - 2.10.2. The client shall pay a fee equivalent to the pro-rated gross annual remuneration and will be invoiced on start date. The contract fee is non-refundable.
 - 2.10.3. If the candidate is transferred to the client as a permanent employee the following charges and will apply:
 - Within 3 months a full permanent fee will apply.
 - After full 3 months but before 6 months - 80% of full permanent fee
 - After full 6 months but before 9 months - 60% of permanent fee
 - After full 9 months but before 12 months – 40% of permanent fee
 - After full 12 months - 25% of permanent fee
 - 2.10.4. At the end of each period the company must be given notice in writing two weeks prior to the agreed end date of the assignment. If this is not received then a further 3 months will be billed at the pro-rated amount.
 - 2.10.5. For the avoidance of doubt if there is an engagement of the candidate by the client or any associated company of the client during the agreement or within 12 calendar months following notification of the candidate to the client clause 2.1 shall apply.
- 2.11. Minimum fee;
- 2.11.1. a minimum fee of £2,000 is payable on any permanent assignment no mater of rate agreed with client.
 - 2.11.2. a minimum fee of £1,500 is payable on any fixed term assignment no mater of rate agreed with client.

3. Suitability

- 3.1. The Company endeavours to ensure the suitability of any Candidate introduced to the Client. The Client shall be responsible for satisfying themselves as to the qualifications, capabilities, integrity, medical history and suitability to meet the job specification of any Candidate introduced by the Company before employing 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 any Candidate and for satisfying any medical and other requirements and qualifications required by law.

TEMPORARY ASSIGNMENTS

1. The Contract

- 1.1. The terms of the Agreement shall be deemed to be accepted by the Client with effect from the date of an Introduction. Unless terminated in accordance with Clause 10 below, the Agreement shall remain in force indefinitely or for such period as specified in the Assignment details.
- 1.2. The Company shall provide the Temporary Worker to the Client to undertake the Services as specified in the Assignment details.
- 1.3. The Regulations apply to the Agreement unless the Temporary Worker is to be supplied to the Client via a Service Provider and both the Service Provider and the Temporary Worker have exercised their right to opt out of the Regulations. The Company shall notify the Client promptly of

such opt out and if practicable such notification shall be given prior to the commencement of an Assignment.

- 1.4. These Terms constitute the contract between the Company and the Client for the supply of the Temporary Worker's services by the Company to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction
- 1.5. The Company shall use its reasonable endeavours to ensure that the Temporary Worker is suitable to carry out the Services with reasonable skill and care and in this regard has made all reasonable enquiries of the Temporary Worker regarding suitability and competence. It is for the Client to satisfy itself as to the Temporary Worker's overall capability to fulfil the Agreement when interviewing the Temporary Worker and/or during the first week of the Assignment.
- 1.6. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Company, these Terms prevail over any terms of business or purchase conditions put forward by the Client.
- 1.7. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company 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.

2. Charges

- 2.1. The Client agrees to pay such hourly/daily charges of the Company as shall be notified to and agreed with the Client in the Assignment details. The charges are calculated according to the number of hours/days/week worked by the Temporary Worker and comprise mainly the Temporary Worker's pay but also include the Company' commission calculated as a percentage of the Temporary Worker's pay, employer's National Insurance contributions (if relevant) and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.
- 2.2. The charges are invoiced to the Client in arrears on a weekly basis and are payable date of invoice.
- 2.3. There are no rebates payable in respect of the charges of the Company.
- 2.4. The Client agrees to indemnify the Company against all costs and expenses incurred in recovering monies due to the Company by the Client in any event.
- 2.5. The Client shall endorse the timesheet pertaining to each Assignment on a weekly basis. The Client shall be solely responsible to ensure that all timesheets are accurate and properly endorsed by the Client' authorised representative and shall be deemed conclusive acceptance of the services provided by the Temporary Worker and the Company may exclusively rely on the timesheets when determining the Remuneration and fee due to the Company.
- 2.6. Should the Client dispute all or part of an invoice, the undisputed part shall be paid without prejudice to the provisions for the accrual of interest on unpaid invoiced amounts in accordance with condition 2.4 above.
- 2.7. The endorsement of each timesheet by the Client's authorised representative shall constitute an acceptance of the Services provided and shall be payable without reference to any other services provided or due to be provided by the Company.
- 2.8. The Client hereby waives all and any future claims and rights of set off against any payment for Services provided or any payment due under this agreement and agrees to pay the fees due to the Company and all other amounts regardless of any equity, set off or cross-claim on the part of the Client against the Company.

3. Confidentiality

- 3.1. Except to the extent permitted by law, neither party shall divulge nor use for their own, or any other person's benefit any Confidential Information.

4. Intellectual property rights

- 4.1. All intellectual Property Rights and any other proprietary rights whatsoever in any documentation and other material created by the Temporary Worker in connection with the performance of the Services shall vest in the Client.
- 5. Time Sheets**
- 5.1. At the end of each week of an Assignment the Client shall sign the Company' time sheet verifying the number of hours/days/weeks worked by the Temporary Worker during that period.
- 5.2. Signature of the time sheet by the Client is confirmation of the period worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the time claimed, the Client shall inform the Company as soon as is reasonably practicable and shall co- operate fully and in a timely fashion with the Company to enable the Company to establish what time, if any, has been worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the time worked.
- 5.3. The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 11.2 below.
- 6. Payment of temporary worker**
- 6.1. The Company assumes responsibility for paying the Temporary Worker, and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.
- 7. Transfer and Introductory fees**
- 7.1. Where there has been a supply
- 7.2. If a figure is not presented for gross remuneration the workers hourly/day rate will be multiplied by the current average working hours as set by the office on national statistics to create a suitable remuneration figure and the charge will be made from this.
- 7.3. Fee percentages will be equivalent to Permanent Assignments Clause 2
- 7.4. If the client deems that the worker is suitable for a permanent position the following will apply:
- 7.4.1. Within the first 6 weeks of assignment a full fee based on the annual remuneration will be charged at the equivalent rate set out in Permanent Assignments clause 2.
- 7.4.2. A 10% reduction) will be applied to the fee based on annual remuneration due in relation to Permanent Assignments clause 2 for every full 4 weeks completed following the initial period set out in clause 7.4.1.
- 7.5. In the event of the Engagement by the Client of a Temporary Worker supplied by the Company either (1) directly or (2) pursuant to being supplied by another Company, within either
- The duration of the Assignment; or
 - Within six months of the Introduction of a Worker if the Worker is not Engaged or six months from the end of an Engagement the Client shall be liable, to pay a Transfer Fee.
- 7.6. No refund is due on transfers
- 7.7. VAT is payable in addition to any fee due.
- 8. Where there has been Introduction to and Engagement by a Third Party;**
- 8.1. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Company to the Client, but the Temporary Worker is Introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party;
- Within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee.
 - If the Engagement is for a Fixed Term Contract then Companies Terms and Conditions for Permanent Assignments will apply.
- 8.2. VAT is payable in addition to any fee due
- 9. Liability**
- 9.1. Whilst every effort is made by the Company to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Company is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.
- 9.2. Temporary Workers supplied by the Company are engaged under contracts for services. They are not the employees of the Company but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 9.3. The Client shall advise the Company of any special health and safety matters about which the Company is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Company in complying with the Company' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Company and the Client will not do anything to cause the Company to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Company of this requirement before the commencement of that week.
- 9.4. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to undertake the Assignment.
- 9.5. The Client shall indemnify and keep indemnified the Company against any costs, claims or liabilities incurred by the Company arising out of any Assignment or arising out of any non-compliance with clauses 9.1 and 9 and/or as a result of any breach of these Terms by the Client.
- 10. Special Situations**
- 10.1. Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Company will take all reasonably practicable steps to obtain and offer to provide to the Client:
- 10.2. Copies of any relevant qualifications or authorisations of the Temporary Worker, and;
- 10.3. Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Company is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.
- 11. Termination**
- 11.1. This Agreement shall have effect on and from the Effective Date and shall continue in force thereafter.
- 11.2. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client

reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Company to remove the Temporary Worker. The Company may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:

- 11.2.1. Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
 - 11.2.2. Within two hours for bookings of seven hours or less;
 - 11.2.3. And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Company within 48 hours of the termination of the Assignment.
- 11.3. Without limitation, the Client may by notice in writing immediately terminate an Assignment if the Company shall:
- 11.3.1. be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Company within 30 days of receipt by the Company of written notice from the Client specifying the breach and requiring its remedy;
 - 11.3.2. be grossly incompetent, guilty of gross misconduct and/or any serious or persistent negligence in the provision of Services;
 - 11.3.3. fail or refuse after written warning to provide the Services reasonably required.
- 11.4. The Client may not terminate the Assignment solely for the reason of the Temporary Workers absence due to illness or injury unless such illness or injury prevents the Temporary Worker from providing services pursuant to this Agreement to the Client for a consecutive period of one whole week (i.e. 5 working days) or for an aggregate period of two weeks (i.e. 10 working days) in any period of 12 calendar months.
- 11.5. Either party is entitled to terminate the agreement immediately in the event that the other party ceases to trade or has a receiver appointed, or is insolvent or appoints or has an administrator appointed.
- 11.6. If the Temporary Worker is not required to perform services for the Client during the termination notice period the Client shall pay the Company as though the Temporary Worker was providing services for 40 hours per week during the notice period.
- 11.7. The Client or the Company may terminate an Assignment at any time with prior written notice as agreed in the Client Schedule Agreement and without liability.
- 11.8. The Client shall notify the Company immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.
- 11.9. The Company shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and in those circumstances either the Client or the Company may terminate the Assignment without prior notice and without liability.