

Terms and Conditions

Permanent Staff

1. Definitions:

Under these Terms and Conditions the following terms apply:

'Applicant' means the person introduced by the Company to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a Limited Company;

'Client' means any person, firm or company who are the Employer;

'Company' means Touch Aviation Limited or its assignees;

'Engagement' means the employment, hire, or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise and on a permanent, temporary or other basis of an Applicant by or on behalf of the Client and the terms "engages" and "engaged" shall have the same meanings;

'Introduction' means either: the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Company to search for an Applicant; or the passing to the client of a curriculum vitae or information which identifies the Applicant and which in either case leads to an Engagement of that Applicant and "Introduced" shall have the same meaning;

'Salary' means base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a Company car and all other payments and taxable (and, where applicable, non-taxable) benefits payable to or receivable by the Applicant for services rendered to or on behalf of the Client or any third party.

2. Parties:

These Terms and Conditions of Business govern the relationship between the Company and the Client.

3. Payment:

No charge is made to the Client for arranging an interview with an Applicant.

The Company's introduction fee is payable by the Client upon commencement of employment of the Applicant with the Client in accordance with the scale of charges set out in the Company's Scale of Fees ANNEXED.

If any of the following persons engage or employ any Applicant Introduced by the Company then the Introduction fee of the Company as set out above will be payable by the Client as if the Client was that said following person and that the said following person had contracted with the Company on these Terms and Conditions:

- a) A Client or any servant or agent or employee of the Client, or
- b) Any associate or subsidiary of the Client or any servant or agent or employee of such associate or subsidiary, or
- c) Any other person to whom any of those referred to in Section 2(a) or 2(b) have introduced that Applicant.

Without prejudice to the generality an introduction shall be deemed to have been effected if that Applicant carries out any work at the premises of any of the persons referred to in Section 2(a) (b) or (c) whether in the employment of those persons or not.

Pre-payments: It is normal practice to ask Clients to pay money on account of the Company's introduction fee.

International (outside UK) placements:

A payment of 50% of the fee payable may be required from the Client upon the confirmation of the Client's instructions to the Company on signature of the Contract. Depending on the number of Applicants and the requirements of the Client the Company may require a greater percentage of the fee to be paid as a pre-payment.

Pre-payments made by the Clients will be held by the Company in a designated account.

The pre-payment will be deducted from the final invoice.

Unless otherwise agreed by prior arrangement all invoices are due for settlement within 7 days of the date of issue. The Company reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the Bank of England.

Payment to be made by cheque, cash or direct transfer. Any bank charges must be paid by the Client when making payment by direct transfer.

All charges are subject to VAT unless otherwise stated.

The details of Applicants are provided to the Client in the strictest confidence and are not to be passed on to any other employer or third party. An introduction fee will be charged in accordance with the Company's Scale of Fees ANNEXED 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 have been made indirectly. The full fee will be payable if the Applicant is not considered suitable for the notified position but is engaged for any alternative position. The Client must satisfy himself as to the suitability of an Applicant.

4. Cancellation:

If the Engagement is not fulfilled by the Applicant not commencing employment with the Client for whatever reason or if the Client cancels the Agreement the cancellation fees set out in the Company's scale of fees ANNEXED will apply. No liability is accepted by the Company, should a successful Applicant leave the employment of the Client within one calendar month of their commencement of employment for any reason. The fee chargeable by the Company is non-refundable but, the Company will where possible find a replacement.

Should the Client or any subsidiary or associated company of the Client decide to re-engage the Applicant within the period of 12 calendar months from the date of cancellation the full fee becomes payable.

5. Parties' Obligations and Limitation of Liability:

The Company will use reasonable endeavours to introduce to the Client a suitable Applicant to carry out work for the Client of such nature as the Client shall notify to the Company when advising the Company of the vacancy in respect of which the Applicant has been introduced.

The Client accepts that no warranty as to the suitability of the Applicant can be given by the Company. The Company cannot guarantee to find a suitable Applicant for each vacancy.

The Client shall satisfy itself as to the suitability of any Applicant for the purposes of the vacancy for which the Applicant has been introduced. Without prejudice to the generality of the foregoing, it is acknowledged by the Client that it is for the Client to take up references, to check the validity of qualifications and to ensure that the Applicant has any necessary work and other permits and for ensuring that the Applicant satisfies any medical requirements or other qualifications that may be appropriate or required by law including any law local to the country in which the placement is being made and/or the Applicant will be resident following an Engagement.

No liability is accepted for loss, damage or consequential loss caused by the Company's failure to perform its obligations (whether that failure is due to negligence on the part of the Company, its officers, employees or subcontractors or due to other causes), but without limitation including such loss or damage arising from or connected with:

failure of the Applicant to meet the requirements of the Client;

any act or omission of an Applicant whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or

any loss, injury, damage, expense or delay incurred or suffered by an Applicant

Provided that nothing herein shall exclude the Company's liability for death or personal injury arising from its own negligence as required by Law.

In consideration of the Company entering into an agreement with the Client into which these Terms and Conditions are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for any loss, injury, damage, expense or delay suffered by an Applicant or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Applicant howsoever caused and whether wilful, negligent, fraudulent, dishonest, reckless or otherwise arising directly or indirectly out of or in any way connected with an Engagement.

The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company as set out above are reasonable and reflected in the Introduction Fee payable to the Company and the Client shall accept the risk or insure accordingly.

6. General:

The Company shall refer to the Client the details of Applicants from time to time but the Client accepts that the Company has no knowledge of such Applicants save for the facts which the Applicant has represented to the Company but as to which the Company makes no warranty as to their veracity. The Company will not be liable to the Client for any representation, warranty, undertaking or assurance of whatsoever nature if any of the details provided by the Applicant are incorrect or if any material facts concerning the Applicant are not supplied to the Client for whatsoever reason save for fraudulent misrepresentation.

If the Applicant is unable to obtain a work permit (if required) or the work permit which they do obtain expires then the Company shall not be liable to the Client in any way for any loss, damage or other liability of any nature which is caused to the Client as a result, directly or indirectly, of such inability or expiry.

None of these Terms and Conditions contained herein may be waived, modified or added to as a part of any contract unless agreed in writing by the Company.

Introductions of Applicants are confidential. The disclosure by the Client to any third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction by the Company renders the Client liable to pay the Company's Introduction Fee and no entitlement to any refund.

The Client consents to the disclosure by the Company to Applicants of information relating to the Client.

Notices given under these Terms and Conditions shall be in writing and shall be sent by hand, by registered first class post or recorded delivery or by fax with a confirmation copy sent by registered post or recorded delivery to the Company at: Touch Aviation Limited, Enterprise House, 5 Roundwood Lane, Harpenden, Herts, AL5 3BW, UK; and to the Client at the address given on the contract (or to such other address as is notified to the other party in writing).

These Terms and Conditions are valid from 1 November 2006.

If the expression the 'Client' includes more than one person, those persons shall be jointly and severally liable under these Terms and Conditions.

Any dispute arising under or in connection with these Terms and Conditions or the services provided shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators in accordance with their rules.

The performance, validity, construction and all aspects of the order shall be governed by English law.

ANNEX – SCALE OF FEES

Introduction Fees for Permanent Staff (or Temp to Perm Transfer Fees)

Fee payable (percentage of Applicant's Salary):

£0 - £9,999 £1,000 minimum fee

£10,000 - £14,999 15%

£15,000 - £19,999 18%

£20,000 plus 20%

Cancellation Fees (pre-engagement):

In the event that the Client cancels the contract any deposit, which the Client has paid, shall be forfeit. In addition, the Client will be liable to pay a minimum of £1,000 or a percentage of the fee payable, whichever is greater, dependent on the period of notice given prior to the date of commencement of employment. There shall be deducted from the percentage payable the amount of any deposit forfeited but under no circumstances shall the payment be less than the amount of the deposit if that is greater.

Period of Notice (working days):

a) More than 20 days - 25%

b) 10-20 days - 50%

c) 5-10 days - 75%

d) Less than 5 days - 100%

Company Fee (scale of rebate):

Within 1 month of the commencement of employment – 75% of quoted fee

Within 3 months of the commencement of employment – 50% of quoted fee

Between 6 and 12 months of the commencement of employment – 25% of quoted fee

I agree to the above Terms and Conditions

Company

Name

Position

Signature

Date