



TERMS OF BUSINESS

The following terms constitute the full terms and conditions of the governing agreements made between Affinity Appointments Limited ('Affinity') and their Clients ('Clients') for the introduction by Affinity Appointments to the Client of Candidates for employment.

These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview (in person or by telephone) or the engagement by the Client of an applicant introduced by Affinity. Our fee for the successful introduction of an applicant to a Client is 15% of the applicant's total annual salary being payable within 21 days of the Candidate's commencement date. Where a company car is provided by the client, a notional amount of £5,000 will be added to the salary in order to calculate the company's fee.

Interest at a rate of 3% per month shall be paid on any overdue account. Such interest will be calculated from the last day of payment permissible within our terms. In addition the Client shall pay to Affinity any solicitors or agents fees and disbursements incurred by Affinity in the recovery of the account.

The Client shall be liable for the Company's introduction fee if any applicant introduced or offered for engagement by the Company, is engaged by the Client within 6 months of such introduction or offer.

Should any Candidate introduced by us leave your employment (for any reason other than redundancy), within a period of 8 weeks from the commencement of such employment (the commencement date) we undertake to use our best endeavours to find some other suitable Candidate at no further charge to you.

In the event of our being unable to find a suitable Candidate within a period of one calendar month of the original Candidate leaving your employment, we undertake to refund a percentage of the fee (exclusive of expenses) paid by you for the introduction of the original applicant.

During weeks 1 to 4 - 60%; During weeks 5 and 6 - 40%; During weeks 7 and 8 - 20%.

No repayment will be made until three calendar months have elapsed since the commencement date.

The above being subject to the following conditions:-

Our account, having been paid in full within 21 days of the date of invoice.

We are notified, by you in writing within one week of the Candidate leaving your employment.

We are given sole opportunity to find a suitable replacement for that vacancy.

The Company endeavours to introduce applicants whose qualifications and experience match the Client's requirements. Any information or advice given by Affinity to the Client as to the suitability of any particular Candidate is supplied in good faith, upon the basis of the information supplied by that Candidate. Therefore, The Client alone will be responsible for taking references and for satisfying themselves that the Candidates introduced to them are suitable, since the Company cannot accept any responsibility for the failure of any applicant to comply with the Client's requirements in any respect.

Affinity accepts no liability of any kind, arising either directly or indirectly, from any act or admission, be it negligence, fraud or dishonesty, of any applicant introduced by Affinity to the Client; which causes (or might cause) any loss or damage to property of any nature, or any other loss to include (but not limited to) loss of profit; nor for any injury occasioned to any person either employed with the Client or any other person whatsoever.

Any information concerning Candidates supplied by Affinity to the Client is and shall remain confidential and shall not be divulged to any third party.