



Terms & Conditions of Business – Green Path Limited.

1. Definitions

In these Terms of Business the following definitions apply:-

Applicant:

Means the person introduced by the company to the Client for an Engagement including but not limited to any member of the company's own staff

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 Applicant is introduced.

Company:

Means Green Path Limited.

Engagement:

Means the engagement, employment or the use of the Applicant by the Client on a permanent contract basis, whether under contract of service or for services; under an agency, licence, franchise or partnership agreement, or any other engagement entered into direct between the Client and the Applicant.

Introduction(s):

Means the Client's interview of an Applicant in person or by the telephone following the Client's instruction to the company to search for an Applicant or following the passing to the Client of a curriculum vitae or other information which identifies the Applicant, and which leads in either case to an Engagement of the Applicant by the Client.

Remuneration:

Includes the base salary, guaranteed and/or anticipated bonus and commission earning, allowances, inducement payment, the benefit of a company car and all other payments and taxable (and, where the applicable, non-taxable) emoluments payment to or receivable by the Applicant for services rendered to the Client. Where a company car is provided by the Client, a notable amount of £2500 will be added to the salary in order to calculate the Company's fee.

1.2 Unless the context required otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for the convenience only and do not affect their interpretation.

1.4 The Company acts as an employment agency (as defined by the conduct of Employment Agencies and Employment Business Regulations 2003) for the purpose of this contract. Unless agreed otherwise in writing the Company does not have authority from the Client to complete any contract for an Engagement between the Client and the Applicant on behalf of the Client.



2. The Contract

- 2.1** These Terms of business are deemed to be accepted by the Client by virtue of An Introduction to or the Engagement of an Applicant.
- 2.2** 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, even if that is subsequent to these Terms being brought to the Client's attention.
- 2.3** No variation or alteration to these Terms of business shall be valid unless approved in writing by a Director of the Company.
- 2.4** The Company operates an equal opportunities policy and will therefore decline to accept any instructions from a client to source an Applicant where it believes that the instructions from a client constitutes unlawful discrimination of an Applicant.

3. Notification And Fees

- 3.1** The fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the following fee scale on the Remuneration applicable during the first 12 months of the Engagement. Vat will be charged on this fee.

SALARY	FEE %
- £19,999	15%
£20,000 - £29,999	16%
£30,000 - 44,999	18%
£45,000 +	20%

In respect of the fixed duration of less than 12 months, the fee will be calculated pro-rata to the fee structure above, subject to a minimum fee of £750.

- 3.2** No fee is incurred by the Client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.
- 3.3** The Client agrees:
- to notify the company immediately of any offer of Engagement which it makes to the Applicant.
 - to notify the Company immediately that its offer of Engagement to the Applicant has been accepted and for with to provide details of the Remuneration to the Company; and
 - to pay the Company's fee within 30 days of the date of invoice without set-off or deduction
- 3.4** The Company reserves the right to charge interest on invoiced amounts unpaid for more that 30 days at the rate of 4% per annum above the base rate from time to time of HSBC Bank from the date that payment is due until the date of actual payment.

4. Rebate Guarantees



4.1 In order to qualify for the following guarantees, the Client must pay the Company's fees within the 30 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates before the expiry of the 12 weeks from the commencement of the Engagement by reason of the Applicant's voluntary resignation or by dismissal the fee rebate will be rebated in accordance with the following Scale of Rebates:

Week in which the Applicant leaves	Percentage of Introduction Fee to be Rebated
1 – 2	100%
3 – 6	75%
7 – 12	25%

There will be no rebate where the Applicant leaves during or after the 12th week of Engagement.

4.3 The above rebate fees will be adjusted for Contracts running under the 13 week period.

4.4 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 12 calendar months from the date of termination of the Engagement, a further full fee calculated in accordance with clause 3.1 above becomes payable with no further entitlement to rebate.

5. Introduction(s)

5.1 As far as the Client shall keep strictly confidential all information including the Introductions in respect of the Applicant and shall not disclose such information to any third party without the consent of the Company.

5.2 The disclosure by the Client to a 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 renders the Client liable to payment of the Company's fees as set out in the clause 3.1, with no entitlement for any rebate as set out in clause 4.

5.3 An Introduction fee calculated in accordance with clause 3.1 will be charged to the Client in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Company, whether direct or indirect, within 6 months from the date of the Company's introduction.

6. Suitability

The Company endeavours to ensure the suitability of any Applicant introduced to the Client, as set out below. Notwithstanding this is the Client shall satisfy itself and be the sole arbiter as to the suitability of the Applicant and is encouraged to take up references provided by the Applicant and/or the Company before Engagement of such Applicant. The Client shall be responsible for obtaining work and other permits, if required, for the arrangement of medical examinations and/or investigations into the requirements or qualifications required by law of the country or trade in which the Applicant is engaged to work.



The Client must supply to the Company before any Introduction the following information in writing:

- a) the Client's identity and the nature of its business;
- b) the date on which the Client requires the Applicant to commence work, and the duration or likely duration of the work;
- c) the position for which the Applicant is sought, including the type of work the Applicant would be required to do, the location and which and the hours during which the Applicant would work;
- d) the experience, training, qualifications and any authorisations which the Client considers are necessary or required by law or any professional body for the Applicant to possess in order to work in the relevant position, and the ability which the Client considers it necessary for the Applicant to possess in order to do so successfully;
- e) any expenses payable by or to the successful Applicant;
- f) the minimum rate of remuneration and any other benefits which the Client would offer to the person in the position which it seeks to fill, and the intervals at which such remuneration or other benefits would be paid; and
- g) the length of notice which the successful Applicant in such a position would be required to give and entitled to receive to terminate the Engagement with the Client.

7 Advertising

7.1 In order to source suitable Applicants the Company may advertise the position the Client has instructed the Company to fill.

8 Liability

The Company shall not be liable under any circumstance for any loss, expense, delay, cost or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the failure of the Company to introduce an applicant to the Company or as a result of any misconduct or incapability on the part of the Applicant engaged by the Client. For the avoidance of doubt the Company does not exclude liability for death or personal injury arising from its own negligence.

Subject to and without prejudice to Clause 8.1 in the event that 8.1 is held void or unreasonable then the Company's total liability shall be no more than the Remuneration received from the Client.

9. Force Majeure

9.1 Neither party shall be liable to the other party in respect of any delay in the performing or failure to perform any of its obligations hereunder if such delay or failure results from:

- a) Acts or intervention of Government or Government agencies;
- b) fire, flood or explosion;
- c) act of God;
- d) declared or undeclared war, or rights of civil commotion;
- e) strikes or other industrial disputes; or
- f) any cause outside its reasonable control.

10. Termination



10.1 Either party may terminate this Agreement by giving the other 7 days written notice.

11. Right of Third Parties

11.1 A person who is not a party to this Agreement shall have no right under the Contract (Right of Third Parties Act 1999) to enforce any of its terms.

12. Law and Dispute

12.1 This Agreement and any dispute between the parties arising under or in connection with it shall be governed by the Law of England. Any such dispute not amicably resolved shall be subject to the exclusive jurisdiction of the English Courts.