

Terms & Conditions of Business

Permanent Recruitment Services

Definitions

In these terms of business "D4 Technical" is the trading name for D4 Digital Limited whose registered office is at Unit A14 Riverview, Embankment Business Park, Heaton Mersey, Stockport SK4 3GN and the "Customer" is any company, partnership, association, firm, public authority or individual who requests recruitment services from D4 Technical or whom an applicant is introduced.

The following definitions also apply:

"Applicant" refers to any person introduced by D4 Technical to the customer.

"Recruit" refers to an applicant who is subsequently engaged by the Customer either as an employee or under a Contract of Service or as an agent.

"Remuneration" is deemed to be the Recruit's annual basic salary together with all taxable emoluments. A company car is deemed to have a value of £5,000 gross per annum. If the Recruit is not engaged as an employee of the Customer, Remuneration is deemed to be the amount paid or due to be paid to the Recruit for the services provided for the first year.

Acceptance

1. The Customer is deemed to have accepted these terms of business if the Customer or any of the Customers employees or representatives either interviews or engages an Applicant or requests D4 Technical to perform one of its recruitment services.

Customer's Responsibilities

2. The Customer agrees to inform D4 Technical in writing of the engagement of an Applicant immediately upon such engagement and shall pay the Fee (as calculated in accordance with Clause 8 of the terms and conditions).
3. Introductions of Applicants by D4 Technical are confidential. If within six months of the introduction the Customer or one of its employees introduces an Applicant to any third party who subsequently engages the Applicant the Customer will pay the Fee (as calculated in accordance with Clause 8 of these terms and conditions).
4. The direct and indirect costs associated with any advertising placed by D4 Technical on behalf of the Customer at the Customers request will be paid for by the Customer whether or not an Applicant is engaged. A proportion of any associated advertising discounts obtained by D4 Technical shall be passed on to the Customer.
5. The Customer shall be responsible for:
 - (i) Taking up all necessary references and confirming any professional and academic qualifications of the Applicant prior to his commencing work and for obtaining work permits and satisfying any medical requirements.
 - (ii) Verifying the skills, qualifications, experience, integrity, references and suitability of the applicant prior to his commencing work. (iii) Verifying the accuracy and completeness of the information referred to at (ii) hereof.
6. D4 Technical shall bear no responsibility for any loss, damage, expense, delay, loss of profits or liability suffered or incurred by the Customer by any reason of the lack of skills, qualifications, experience, integrity or suitability of the Applicant or by reason of the inaccuracy or incompleteness of the information referred to at Clause 5 (ii) hereof or any references of the Applicant or by reason of the selection of the Applicant by D4 Technical
7. The Customer shall be responsible for the cost of psychometric assessment services where applicable.

<u>Fees</u>	<u>Remuneration</u>	<u>Fee (% of Remuneration)</u>
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8. The Fee payable to D4 Technical upon engagement of an Applicant (the "Fee") is calculated in accordance with the following scale:
 Enil - £24,999 - 20% £25,000 and above - 25%

The Fee will be invoiced on the day the Recruit commences for the Customer.

Payment

9. D4 Technical shall invoice the Customer for all charges mentioned in these terms and conditions on the first day of employment.
10. All Fees and charges are subject to Value Added Tax and other applicable Government taxes.
11. The Customer agrees to pay all invoices from D4 Technical within 14 days of the date of invoice.
12. D4 Technical reserves the right to charge interest at 2% per month on all invoices not paid within 14 days. Interest is deemed to accrue on a day to day basis from and including the date of invoice.

Guarantees & Rebates

13. If, within three months of engagement, a Recruit either resigns or whose employment is terminated for unsatisfactory performance and the Customer has complied with all the terms of business herein, including, for the avoidance of doubt the payment terms, the following shall apply:

- a) No additional Fee will be charged if the Customer recruits a replacement Recruit within 28 days of notification of the termination of the agreement or
- b) If D4 Technical is unable to propose further Applicants within the 28 days the Customer will receive a rebate in accordance with the scale set out below:

<u>Period of Employment</u>	<u>Rebate (% of Fee)</u>
Up to 2 weeks	100% less £250 minimum charge)
Up to 4 weeks	80%
Up to 6 weeks	60%
Up to 8 Weeks	40%
Up to 10 weeks	20%

14. The above guarantee period will also only operate if D4 Technical receives written advice of the termination of the engagement within seven days of the termination date and the Customer does not re-engage the Applicant within 6 months of the termination.

Liabilities

15. D4 Technical shall in no circumstances whatsoever be liable for any injury, loss (whether direct or indirect or consequential), expense, damage, delay or loss of profits suffered or incurred by the Customer or for any liability to third parties of whatever nature suffered or incurred by the Customer arising out of or

connected with or caused by any refusal or failure by the Applicant to work or by any breach of contract, negligence, breach of statutory duty, omission, default, wilful or reckless action on the part of the Applicant, save insofar as any personal injury to the Customer or anybody else has been caused by the negligence of D4 Technical.

16. The Customer shall indemnify D4 Technical against all claims, demands, actions, proceedings and liabilities of whatever nature brought by any third party against D4 Technical which arise out of or are connected with or have been caused by in any manner whatsoever by the failure or refusal by the Applicant to work or by the breach of contract or the negligence, breach of statutory duty, omissions, default, wilful or reckless action on the part of the Applicant or by any dishonesty or fraud on the part of the Applicant.
17. The Customer shall arrange appropriate insurance cover in respect of the matters set out in Clauses (15) and (16) above.
18. D4 Technical shall make all enquiries as are reasonably practicable for the purpose of ascertaining that the Applicant has such qualifications as persons doing work as described in the booking details supplied by the Customer are required by law to have and that the doing of such work by the Applicant would not be in contravention of any requirement or prohibition imposed by law.
19. D4 Technical gives no warranties as to the Applicants skill, qualifications, experience, general integrity, references or suitability or as to the accuracy or completeness of any information about the Applicant or his skills, qualifications, experience, integrity, references or suitability whether the information is supplied by D4 Technical or direct by the Applicant.
20. The Customer shall indemnify D4 Technical against all claims, demands, proceedings and liabilities of whatever nature brought by a third party against D4 Technical which arise out of or are connected with or have been caused in any manner whatsoever by any information supplied by D4 Technical as to the skills, qualifications, experience, integrity or suitability of the Applicant or otherwise howsoever arising out of the performance or purported performance of the contract by D4 Technical whether or not such information be given negligently by the Company, its servants or agents.

Non Solicitation

21. D4 Technical will not disclose or pass any information concerning the business of the Customer or utilise, other than in connection with the affairs of the Customer for the purpose of these terms and conditions, information on trade or professional secrets of the Customer and D4 Technical shall procure that its personnel and other employees shall observe these conditions.

Law

22. The construction and validity and performance of these terms and conditions shall be governed in all respects by the laws of England and the parties hereto submit to the jurisdiction of the English Courts.

Variations

23. These terms and conditions of business cannot be varied without the written consent of both the customer and D4 Technical