

Terms and Conditions for Permanent Assignments - Finance & Accountancy

T1. All business undertaken by Alexander Daniels Limited is carried out subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement between Alexander Daniels Limited and the client. In the event of disagreements between these terms and conditions and any other terms and conditions, the former shall prevail unless otherwise expressly agreed by an authorised representative of Alexander Daniels Limited in writing.

T2. When outlining the requirements for a particular role the client will be responsible for providing Alexander Daniels Limited with a reasonable amount of time to accurately detail:

- I. Detailed information on intended duties of the applicant;
- II. Special skills, authorisations, qualifications and training which the Employee is required to have. Further, the Client should also inform Alexander Daniels Limited, if the Employee is required by law or any professional body to have a particular qualification to carry out the role;
- III. Minimum annual salary detailing frequency of pay along with benefits which would be offered to the Employee;
- IV. Location of main work place, hours of work, the length of notice either party would have to give to terminate the employment.

When assessing suitability of an Employee Alexander Daniels Limited shall place reliance on the Role Details provided by the Client and the Client accepts that Alexander Daniels Limited will make no further assessment of the Client's requirements including but not limited to the matters referred to in Clause (2)(ii) above. Alexander Daniels Limited agrees to obtain the Employee's confirmation that it has the experience, training, qualifications and/or authorisations specified in the Role Details. Alexander Daniels Limited will not undertake any further checks unless requested to do so by the Client.

T3. The interview of an Employee introduced by Alexander Daniels Limited whether effected by Alexander Daniels Limited directly or by the Client shall be deemed by acceptance of the agreement to Alexander Daniels Limited terms and conditions by the Client. The provision of a CV or any information sufficient to identify the Employee following a request by the Client shall also be deemed to be acceptance of these terms and conditions. Our fees as defined in clause 4 will be charged whether or not the Client knew of or was known to the Employee previously.

T4. Fees: A fee shall become payable by the Client on the agreed start date or commencement into a contract of employment (whichever is the soonest). If, after acceptance of an offer of engagement but prior to the Applicant commencing the engagement, the Client decides for any reason, which is outside the control of Alexander Daniels Limited, not to proceed with the engagement, it shall still be liable to pay Alexander Daniels Limited the applicable Introduction Fee as detailed below. The Client agrees to notify Alexander Daniels Limited forthwith upon the engagement by the Client of an Applicant introduced by Alexander Daniels Limited and, if so requested by Alexander Daniels Limited, will provide copies of all terms of such engagement. If the Client fails to provide this information upon request, then Alexander Daniels Limited shall, at its discretion calculate the Fee based on the remuneration packages of other Applicants in a similar role.

Advanced Selection Assignments

Fees will be payable as follows (unless otherwise agreed by an Alexander Daniels Limited employee):

- (i) Advanced Selection initial fee is payable immediately upon commencement of the Advanced Selection assignment and is non refundable;
- (ii) Advanced Selection final fee which is recalculated against the actual gross remuneration of the Applicant.

Fee shall become payable by the Client on the agreed start date or commencement into a contract of employment (whichever is the soonest). If, after acceptance of an offer of engagement, but prior to the Applicant commencing the engagement, the Client decides for any reason, which is outside the control of Alexander Daniels Ltd, not to proceed with the engagement, it shall still be liable to pay Alexander Daniels Ltd the Final Fee. The Client agrees to notify Alexander Daniels Ltd forthwith upon the engagement by the Client of an Applicant introduced by Alexander Daniels Ltd and, if so requested by Alexander Daniels Ltd, will provide copies of all terms of such engagement.

For this purpose, the percentage of the Applicant's first year's anticipated gross remuneration will be as follows:

Advanced Selection Assignment Fees

Gross Remuneration to £29,999	20%		
Gross Remuneration between £30,000 and £49,999	25%		
Gross Remuneration from £50,000 upwards	30%		
<i>Salary</i>	<i>Up to £29,999</i>	<i>£30 - £49,999</i>	<i>£50,000 upwards</i>
Initial Fee	5%	6.25%	7.5%
Final Fee	15%	18.75%	22.5%
Total Fee*	20%	25%	30%

Standard Assignments (Also referred to as Introduction Fee)

Gross Remuneration to £29,999	20%
Gross Remuneration between £30,000 and £49,999	25%
Gross Remuneration from £50,000 upwards	30%

All fees are calculated as a percentage of the Employee's first year's assumed (including guaranteed elements) gross annual remuneration package including, commission and bonuses etc. The provision of a car is valued at £6,000 additional remuneration. V.A.T is charged in line with current rates.

Fees will be payable as a result of the engagement of an Applicant (Such term shall include the engagement of an Applicant as an employee, consultant, partner or agent) notwithstanding the fact that the engagement may not comply with the Client's original requirement or Role Details. In the event that more than one Applicant is engaged by the Client, then the Client shall pay an Introduction Fee, as detailed above, in respect of each Applicant.

T5. All monies due hereunder shall be paid by the Client to Alexander Daniels Limited within 7 days of the date of the invoice. In the event of late payment we reserve the right to charge interest on all overdue invoices at a rate of 2% per month.

T6. In the event that any Applicant is rejected by the Client or any Applicant rejects an offer of engagement by the Client, the Client shall pay the Introduction Fee to Alexander Daniels Limited in accordance with Condition 4 above if the Applicant is subsequently engaged by the Client within twelve months of the date on which the Applicant was last introduced to or interviewed by the Client, via Alexander Daniels Limited, - whichever is the latter. No rebate will be applicable for such an engagement under any circumstances.



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T7. In the event of an engaged Applicant leaving within 12 weeks, a free replacement will be offered. No rebate will be applicable.

8. Fees as set out in Condition 4 will also be payable if, within 12 months of the Last Introduction Date;

- I. the Client employs or engages any Applicant, in any capacity, either directly, or via an employment business, or employment agency.
- II. the Client uses or claims to use the services of any Applicant, in any capacity, otherwise than through Alexander Daniels Limited whether facilitated directly by the Client or Applicant, including, but not limited to outsourcing, or corporate restructuring.
- III. the Client employs or engages any Applicant as a direct or indirect result of any Applicant responding to an internal or external advertisement published by the Client, or any of its representatives or agents.

No rebate will be applicable for such an engagement under any circumstances.

T9. If the Client introduces or re-introduces an Applicant to another person, firm, body, or corporation associated with it resulting in the engagement of the Applicant by that person, firm, body, or corporation within twelve months of the Last Introduction Date, the Client shall pay the Introduction Fee in accordance with Condition 4 above.

No rebate will be applicable for such an engagement under any circumstances.

T10. The introduction of an Applicant or the provision of an Applicant's details is done on a strictly confidential basis and is conditional upon the Client agreeing not to disclose any information about an Applicant to any other person, firm or corporation without Alexander Daniels Limited prior written consent.

In particular, the Client shall not approach the Applicant's referees or current employer unless and until the Applicant has formally accepted the Client's written offer of engagement.

T11. In the event of a Advanced Selection Assignment being cancelled or deemed by Alexander Daniels Limited to be inactive beyond a period of 12 weeks, then in addition to the Initial Fee, the Client shall pay a cancellation fee of 10% of the stated remuneration.

T12. Fees as set out in Condition 4 will also be payable if within 12 months of acceptance of Alexander Daniels Limited Terms and Conditions in accordance with Condition 3 or the Last Introduction

Date, whichever is later:

- I. the Client or any person, firm, body, or corporation associated with it engages, in any capacity, whether under a contract of service or a contract for services, any person who at the time of such engagement, or who, within 13 weeks immediately prior thereto, was employed by Alexander Daniels Limited or any body associated with it
- II. any other party engages, in any capacity, whether under a contract of service or a contract for services any Alexander Daniels Limited Employee where such engagement has resulted directly or indirectly from the Client passing information about the Alexander Daniels Limited Employee to another party. For the avoidance of doubt, an Alexander Daniels Limited Employee who has had direct or indirect contact with the Client during any recruitment assignment shall be deemed to be an Applicant for the purposes of these terms and conditions.

T13. In the event that an engagement terminates (whether by expiry of notice or otherwise) within 12 weeks of the date of commencement of work by the Applicant and provided that:

- (i) the Client notifies Alexander Daniels Limited in writing of the termination of engagement within seven days of such termination; and
- (ii) the Client or any person, firm, body, or corporation associated with it shall not engage the Applicant within twelve months from the date of such termination; and
- (iii) the termination is not due to redundancy, constructive or unlawful dismissal, corporate restructure, change of management/job description or Role Details, pregnancy, illness or injury; and
- (iv) all monies due from the Client have been paid in accordance with these terms and conditions; and
- (v) the Client does not resort to the use of other agencies and does not unduly delay the interview process; then

Alexander Daniels Limited shall endeavour to find a replacement Applicant (as detailed in the Role Details, as per Condition 2, or for the specific role in accordance with the engagement of the first Applicant, as deemed by Alexander Daniels Limited) at no extra cost to the Client except for agreed additional advertising costs and travel expenses.

T14. Alexander Daniels Limited shall endeavour to ensure the suitability of an Applicant and to maintain a high standard of service and integrity, but makes no warranty, express or implied, as to such suitability. The Client shall immediately inform Alexander Daniels Limited should there be any reason or circumstance under which it would be detrimental to the interests of Alexander Daniels Limited, the Client or the Applicant for the Applicant to take up a position with the Client.

T15. Alexander Daniels Limited shall not be liable for any loss, injury, liability, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an engagement and, in particular, but without limitation to the foregoing, any such loss, injury, liability, damage, expense or delay arising from or in any way connected with;

- (i) failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which he is required;
- (ii) any act or omission of an Applicant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- (iii) any loss, injury, damage, expense or delay incurred or suffered by an Applicant after acceptance of an offer of engagement from the Client ; provided that nothing in this Condition 17 shall be construed as purporting to exclude or restrict liability of Alexander Daniels Limited to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability, any exclusion or limitation of which is prohibited by law.

T16. The Client shall be responsible for arranging all medical examinations and investigations of the Applicant (including the confirmation of any professional or academic qualifications) and for obtaining any work and other permits and shall satisfy itself as to the suitability of any Applicant prior to any engagement.

T17. Alexander Daniels Limited shall not be liable to the Client for any loss of profit, loss of business, loss of use or any indirect, special, punitive or consequential damages.

T18. The Client hereby undertakes to indemnify Alexander Daniels Limited in respect of any and all liability of Alexander Daniels Limited which results from any breach by the Client of any of its obligations under these terms and conditions.

T19. Alexander Daniels Limited shall not be held liable for any failure or delay in performing its obligations under these terms and conditions where such failure or delay is caused by events beyond its reasonable control.

T20. These terms and conditions shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.



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T21. Deviations to these terms and conditions must be in writing authorised by an Alexander Daniels Limited representative. Alexander Daniels Limited is acting in the capacity of an employment agency.

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Terms and Conditions for Temporary Assignments - Finance & Accountancy

T1. All business undertaken by Alexander Daniels Limited is carried out subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement between Alexander Daniels Limited and the client. In the event of disagreements between these terms and conditions and any other terms and conditions, the former shall prevail unless otherwise expressly agreed by an authorised representative of Alexander Daniels Limited in writing.

T2. These terms and conditions are accepted by the Client upon the Introduction of a temporary worker to the Client by Alexander Daniels Limited.

T3. For the purposes of these Terms and Conditions the following words and phrases have the following meaning:

- I. **Introduction** - means the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to Alexander Daniels Limited to supply a Temporary Worker; or the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker.
- II. **Introduction Fee** - means the fee payable in accordance with clause 7.1 (below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003).
- III. **Engages/Engaged/Engagement** - means employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other employment or use; directly or through a limited company of which the Temporary Worker is an officer or employee;
- IV. **Valid Opt Out** - means written notification from a limited company contractor and the individual Temporary Worker in accordance with regulation 32 (9) of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- V. **Relevant Period** - means the later of the period of 8 weeks after the last day of the Assignment or 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment shall be considered the first Assignment for these purposes);
- VI. **Remuneration** - includes 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) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £6,000.00 will be added to the salary in order to calculate Alexander Daniels Limited's fee.

T4.1. When outlining the requirements for a particular role the client will be responsible for providing Alexander Daniels Limited with details of:

- V. Intended duties of the applicant;
- VI. Special skills, authorisations, qualifications and training which the Employee is required to have. Further, the Client should also inform Alexander Daniels Limited, if the Employee is required by law or any professional body to have a particular qualification to carry out the role;
- VII. Minimum rate of pay detailing frequency of pay along with benefits which would be offered to the Employee;
- VIII. Length of assignment, location of main work place, hours of work, the length of notice either party would have to give to terminate the employment.

When assessing the suitability of an Employee Alexander Daniels Limited shall place reliance on the Role Details provided by the Client and the Client accepts that Alexander Daniels Limited will make no further assessment of the Client's requirements including but not limited to the matters referred to in Clause (4)(ii) above. Alexander Daniels Limited agrees to obtain the Employee's confirmation that it has the experience, training, qualifications and/or authorisations specified in the Role Details. Alexander Daniels Limited will not undertake any further checks unless requested to do so by the Client.

T4.2 Clients must not instruct Temporary Worker to perform night work unless and until the Temporary Worker has been given a health assessment which has not shown any reason why the Temporary Worker may not do night work.

T4.3 Clients shall not instruct or allow any Temporary Worker to undertake any work other than that which is specified in the Assignment Details. In particular, the Client shall not instruct or allow the Temporary Worker to undertake work requiring special skills, experience, or authorisation unless such requirements were specified in the original Assignment briefing.

T4.4 When making a placement for a Temporary Worker for an Assignment, Alexander Daniels Limited shall advise the Client of the hourly/daily charge to be made to the Client. The Client agrees to pay the Charge, which shall be confirmed to the Client in an assignment letter immediately prior to the commencement of the Assignment. The hours/days actually worked will be stated on a weekly time sheet completed by the Temporary Worker and duly authorised by the Client (which authorisation shall be regarded as acceptance of the Charge). If the Client does not authorise the time sheet within 5 working days of completion by the Temporary Worker, the Client will be deemed to have authorised and accepted the Charge unless the Client shall have otherwise notified Alexander Daniels Limited within such time period.

T4.5 When Clients instruct Alexander Daniels Limited to pay the Temporary Worker a bonus, the amount of the bonus plus any additional National Insurance shall be included in the Charge. Travelling, hotel or other expenses shall be itemised on Alexander Daniels Limited invoice and included in the Charge. Alexander Daniels Limited reserves the right to vary the Charge on any extension or subsequent Assignment. Alexander Daniels Limited shall be entitled to vary the Charge on an existing Assignment subject only to seven days prior notification of such variation being given to the Client. All charges are invoiced weekly and payable within seven days. In the event of non-payment, Alexander Daniels Limited may, without prejudice to its other rights, elect to terminate the Assignment and withdraw the Temporary Worker without notice.

T4.6 Alexander Daniels Limited, the Client, or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

T4.7 Where, as part of the Assignment, the Temporary Worker is required to carry out activities, which would be beyond office-based work, including but not limited to manual work (including lifting and / or moving of heavy items), driving for Assignment-related purposes, transporting goods and material, the Client will instruct Alexander Daniels Limited of the specific requirements. In addition, the Client acknowledges that it shall be the Client's responsibility to ensure adequate training and health and safety measures are provided to the Temporary Worker while on Assignment.

T5 Alexander Daniels Limited will be responsible for payment of the Temporary Worker's earnings and deductions and payment of all National Insurance contributions and PAYE deductions. Where applicable, VAT or any equivalent will be charged to the Client at the ruling rate.

T6 Alexander Daniels Limited will be responsible for payment of the Temporary Worker's earnings and deductions and payment of all National Insurance contributions and PAYE deductions. Where applicable, V.A.T will be calculated and charged in line with current rates.



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T7.1 If the Client Engages a Temporary Worker supplied by Alexander Daniels Limited for an Assignment either (i) directly or (ii) through another employment business, during the Assignment or within the Relevant Period the Client shall be liable, either to:

- I. an extended period of hire of the Temporary Worker of 52 weeks during which the Client shall pay the hourly charge agreed under clause 4.5; or if the Client chooses to pay a fee or fails to give notice under clause 7.1(a) to:
- II. an Introduction Fee calculated in accordance with the table below;

Introduction Fee

Gross Remuneration to £29,999	20%
Gross Remuneration between £30,000 and £49,999	25%
Gross Remuneration from £50,000 upwards	30%

All fees are calculated as a percentage of the Employee's first year's assumed (including guaranteed elements) gross annual remuneration package including, commission and bonuses etc. The provision of a car is valued at £6,000 additional remuneration. If the Remuneration payable to the Temporary Worker is not disclosed to Alexander Daniels Limited by the Client, then the Introduction Fee shall be deemed to be the hourly rate payable to the Temporary Worker for the assignment annualised by reference to a 37.5 hour working week (Rate x 37.5 hours x 52 weeks). No refund is available whether or not Engagement continues.

T7.2 Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by Alexander Daniels Limited to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or through another employment business within 12 months from the date of the last Introduction will entitle Alexander Daniels Limited either to an extended period of hire in accordance with clause 7.1(a), or an Introduction Fee.

T7.3 Where the Temporary Worker is introduced by the Client to a third party (including but not limited to any other outsourcing agent, associated or subsidiary company of the Client, or any other person pursuant to the corporate restructuring of the Client) which results in the Engagement of the Temporary Worker by the third party during the Assignment or within the Relevant Period Alexander Daniels Limited will be entitled to a Transfer Fee.

T7.4 Alexander Daniels Limited shall remain entitled to an Introduction Fee if, other than through its default, Alexander Daniels Limited does not supply the Temporary Worker to the Client for the duration of the extended period of hire referred to in clause 7.1(i).

T8 The Client shall not have the option of an Extended Hire Period and the Relevant Period shall not apply where Alexander Daniels Limited holds a Valid Opt Out in respect of the Temporary Worker.

T9 Provision of a CV is strictly confidential. The Client agrees not to disclose any information therein to any other person, firm or corporation without Alexander Daniels Limited's written confirmation and in particular not to approach the Temporary Worker direct or his/her former/current employer without Alexander Daniels Limited's written confirmation.

T10. Alexander Daniels Limited shall endeavour to give satisfaction to the Client by providing an Employee of integrity and of a reasonable standard of skill and reliability in accordance with the Role Details but no liability will be accepted by Alexander Daniels Limited for any loss, expense, damage or delay arising from any failure to provide any particular Employee for all or part of the period of booking or from negligence, dishonesty, misconduct or lack of skills of the Employee provided.

T11 If the Client considers the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment by giving notice in writing of immediate termination to Alexander Daniels Limited and if appropriate by instructing the Temporary Worker to leave the Assignment immediately. Alexander Daniels Limited may, in such circumstances, reduce or cancel the charges for the time worked by the Temporary Worker, provided the Client notifies Alexander Daniels Limited in writing within 7 hours of the Temporary Worker commencing the Assignment.

T12.1 Temporary Workers provided by Alexander Daniels Limited is deemed to be the responsibility of the Client from the time at which the Temporary Worker reports to begin the Assignment and for the duration of the Assignment, and the Client agrees to be responsible to third parties for all acts, errors and omissions be they wilful, negligent or otherwise as though the Temporary Worker were the direct employee of the Client and the Client will in all respects comply with the statutory bye-laws and legal requirements to which the Client is ordinarily subject in respect of all the Client's own staff but excluding matters specifically mentioned in clause 5 above.

T12.2 The Client acknowledges that it is responsible for providing the Temporary Worker with a safe working environment during the Assignment. To comply with health & safety legislation, the Client will carry out such risk assessments and provide such comprehensible information to a Temporary Worker as may be required to ensure that a Temporary Worker is made aware of particular risks arising out of his engagement. The Client shall notify Alexander Daniels Limited immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work for any reason.

T12.3 Alexander Daniels Limited requires Clients to make aware should there be any reason or circumstance under which it would be detrimental to the interests of Alexander Daniels Limited, the Client or a Temporary Worker for an Assignment to continue.

T13.1 The Client hereby undertakes to insure against all risks to third parties arising out of any acts or defaults of the Temporary Worker during the assignment and to indemnify Alexander Daniels Limited against all claims, costs and damages arising out of the assignment. The Client further undertakes to insure the Temporary Worker for all risks in respect of claims by third parties. The obligations of the Client to take out and maintain insurance shall extend (but not be limited) to the employer's liability and public liability insurance and, where relevant, to fully comprehensive motor insurance. Any failure by the Client to meet its insurance obligations shall not reduce or eliminate its obligations to indemnify Alexander Daniels Limited.

T13.2 The Client shall indemnify Alexander Daniels Limited and keep it indemnified against the costs and financial consequences of and occasioned by any and all claims against Alexander Daniels Limited arising from any loss, injury, damage, expense or delay suffered by the Client, the Temporary Worker or any third party as a result of any breach by the Client of any of its obligations under these Conditions or as a result of any act of omission of the Temporary Worker.

T13.3 The Client agrees that arrangements in relation to each Temporary Worker and each Assignment represent individual contracts and that the Client shall have no right of set off or counter claim between individual arrangements. The Client agrees that no employment relationship shall exist between Alexander Daniels Limited and the Temporary Worker, or the Temporary Worker and the Client.

T14. These terms and conditions shall be governed and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English courts.

T15 All monies due hereunder shall be paid by the Client within seven days of the date of the invoice. No refunds or rebates are payable. In the event of late payment we reserve the right to charge interest on all overdue invoices at a rate of 2% per month.



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T16. Deviations to these terms and conditions must be in writing authorised by an Alexander Daniels Limited representative. Alexander Daniels Limited is acting in the capacity of an employment agency.

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Terms and Conditions for Fixed Term Contract Assignments - Finance & Accountancy

T1. All business undertaken by Alexander Daniels Limited is carried out subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement between Alexander Daniels Limited and the client. In the event of disagreements between these terms and conditions and any other terms and conditions, the former shall prevail unless otherwise expressly agreed by an authorised representative of Alexander Daniels Limited in writing.

T2. When outlining the requirements for a particular role the client will be responsible for providing Alexander Daniels Limited with details of:

- IX. Intended duties of the applicant;
- X. Special skills, authorisations, qualifications and training which the Employee is required to have. Further, the Client should also inform Alexander Daniels Limited, if the Employee is required by law or any professional body to have a particular qualification to carry out the role;
- XI. Minimum rate of pay detailing frequency of pay along with benefits which would be offered to the Employee;
- XII. Length of assignment, location of main work place, hours of work, the length of notice either party would have to give to terminate the employment.

When assessing the suitability of an Employee Alexander Daniels Limited shall place reliance on the Role Details provided by the Client and the Client accepts that Alexander Daniels Limited will make no further assessment of the Client's requirements including but not limited to the matters referred to in Clause (2)(ii) above. Alexander Daniels Limited agrees to obtain the Employee's confirmation that it has the experience, training, qualifications and/or authorisations specified in the Role Details. Alexander Daniels Limited will not undertake any further checks unless requested to do so by the Client.

T3. The interview of an Employee introduced by Alexander Daniels Limited whether effected by Alexander Daniels Limited directly or by the Client shall be deemed by acceptance of the agreement to Alexander Daniels Limited terms and conditions by the Client. The provision of a CV or any information sufficient to identify the Employee following a request by the Client shall also be deemed to be acceptance of these terms and conditions. Our fees as defined in clause 4 will be charged whether or not the Client knew of the Employee previously.

T4. Fees: At the time of placement of the Employee the Client agrees to pay the Fixed Term Contract Fee. The fee will be invoiced, at the agreed start date of the contract.

The Client agrees to notify Alexander Daniels Limited upon the engagement by the Client of any Employee introduced by Alexander Daniels Limited and, if so requested by Alexander Daniels Limited, will provide copies of all terms of such engagement. If the Client fails to provide this information upon request, then Alexander Daniels Limited shall, at its discretion calculate the Fee based on the gross remuneration of other Employees in a similar role.

<i>FIXED TERM CONTRACT FEES</i>	<i>% of Gross Annual Income</i>
Gross Remuneration to £29,999	20%
Gross Remuneration between £30,000 and £49,999	25%
Gross Remuneration from £50,000 upwards	30%

Minimum fee - three months contract

All fees are calculated as a percentage of the Employee's first year's assumed (including guaranteed elements) gross annual remuneration package including , commission, bonuses, overseas premiums, living / accommodation allowances, etc. The provision of a car is valued at £6,000 additional remuneration.

The fee will be equivalent to 'x'/12ths of the gross annual remuneration package multiplied by the fee percentage (where 'x' denotes the duration of the contract in months) ("the Fixed Term Contract Fee") and will be invoiced in full on the agreed start date of the contract. In the event that the Employee does not complete the period of the contract no refund is payable. V.A.T will be calculated and charged in line with current rates.

T5. All monies due hereunder shall be paid by the Client within 7 days of the date of the invoice. In the event of late payment we reserve the right to charge interest on all overdue invoices at a rate of 2% per month.

T6. In the event that the client extends the agreed initial period of the contract (as specified in the Role Details) an additional Contract Fee will be payable calculated as in clause 4.

Terms and Conditions for Fixed Term Contract Assignments

T7. If, during a contract, the Client wishes to employ the Employee on a permanent contract, the Client shall pay Alexander Daniels Limited an additional amount equivalent to a full 12 months contract.

The Contract Fee will not be refundable in any other circumstances. The "Introduction Fee" means the standard introduction fee payable as detailed in the table below. No refund of the Introduction Fee is applicable whether or not engagement continues.



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<i>INTRODUCTION FEE</i>	<i>% of Gross Annual Income</i>
Gross Remuneration to £29,999	20%
Gross Remuneration between £30,000 and £49,999	25%
Gross Remuneration from £50,000 upwards	30%

All fees are calculated as a percentage of the Employee's first year's assumed (including guaranteed elements) gross annual remuneration package including, commission, bonuses, overseas premiums, living/accommodation allowances, etc. The provision of a car is valued at £6,000 additional remuneration.

Fees will be payable as a result of the engagement of an Employee notwithstanding the fact that the engagement may not comply with the Client's original requirement or Role Details. Such term shall include the engagement of an Employee as an employee, consultant, partner or agent.

T8.1 If, during or following the completion of any Fixed Term Contract Assignment:

- I. the Client continues to employ or re-employs or engages the Employee (whether on a permanent, contract or temporary basis and whether direct or via a third party); or the Employee is engaged or employed (in any capacity whatsoever) by a third party following an introduction or recommendation by the Client; then the Client shall pay Alexander Daniels Limited an Introduction Fee provided that such employment or engagement begins within the twelve month period after the Employee completed the last Fixed Term Contract Assignment with the Client.

T8.2 If during or following the introduction of any Employee by Alexander Daniels Limited to the Client or any of its associated companies:

- I. the Client employees or engages the Employee either directly or via an employment business other than Alexander Daniels Limited; or the Client uses or claims to use the services of the Employee, in any capacity, otherwise than through Alexander Daniels Limited whether facilitated directly or indirectly by the Client or Employee including, but not limited to, outsourcing or corporate restructuring; or
- II. the Client engages the Employee, in any capacity, as a direct or indirect result of the Employee responding to an internal or external advertisement published by the Client or any of its representatives or agents; then the Client shall pay an Introduction Fee provided that such engagement or employment begins within twelve months after the last introduction to the Client by Alexander Daniels Limited.

T9. In the event that any Employee is rejected by the Client or the Employee rejects an offer of engagement with the Client and the Employee is subsequently engaged, on a contract, temporary or permanent basis, by the Client, within twelve months of the date of the last introduction by Alexander Daniels Limited, then the Client shall pay an Introduction Fee.

T10. The Client shall be responsible for arranging all medical examinations and investigations of the Employee (including the confirmation of any professional or academic qualifications) and for obtaining any work or other permits and shall satisfy itself as to the suitability of any Employee provided by Alexander Daniels Limited.

T11. The Client will employ the Employee and will be responsible for payment of the Employee's remuneration, national insurance contributions and PAYE deductions. The Client shall also be liable for all payments due to the Employee arising out of the Employee's holiday entitlement as prescribed under English Law.

T12. The introduction of an Employee or the provision of an Employee's details is done on a strictly confidential basis and is conditional upon the Client agreeing not to disclose any information about any Employee to any person, firm or corporation without Alexander Daniels Limited written consent.

T13. An Employee introduced by Alexander Daniels Limited is deemed to be under the direction and control of the Client from the time the Employee reports to take up duties and for the duration of the assignment, and the Client agrees to be responsible to third parties for all acts, errors and omissions be they wilful, negligent or otherwise as though the Employee were the direct employee of the Client, and the Client will in all respects comply with the statutory by-laws and legal requirements to which the Client is ordinarily subject in respect of all the Client's own staff.

T14. The Client shall immediately inform Alexander Daniels Limited should there be any reason or circumstance under which it would be detrimental to the interests of Alexander Daniels Limited, the Client or the Employee for the Employee to take up a position with the Client.

T15. Alexander Daniels Limited shall endeavour to give satisfaction to the Client by providing an Employee of integrity and of a reasonable standard of skill and reliability in accordance with the Role Details but no liability will be accepted by Alexander Daniels Limited for any loss, expense, damage or delay arising from any failure to provide any particular Employee for all or part of the period of booking or from negligence, dishonesty, misconduct or lack of skills of the Employee provided.

T16. The Client hereby undertakes to insure against all risks to third parties arising out of any acts or defaults of the Employee during the assignment and to indemnify Alexander Daniels Limited against all claims, costs and damages arising out of the assignment. The Client further undertakes to insure the Employee for all risks in respect of claims by third parties.

T17. These terms and conditions shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

T18. Deviations to these terms and conditions must be in writing authorised by an Alexander Daniels Limited representative. Alexander Daniels Limited is acting in the capacity of an employment agency.

Alexander Daniels Limited. Registered in England No. 07109065. Registered Office: Lifford Hall, Lifford Lane, Kings Norton, Birmingham, B30 3JN



ALEXANDER DANIELS
Finance & Accountancy

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