

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT STAFF

1. DEFINITIONS

1.1 In these Terms the following definitions apply:

- “Agency”** means Berry Recruitment Limited (registered company no 7036111.) of Porters House, 4 Porters Wood, St Albans, Hertfordshire, AL3 6PQ (“the Agency”)
- “Alternative Candidate”** means any Candidate Introduced by the Agency to the Client to fill the Engagement for the Same Role following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 12 weeks of the relevant Engagement;
- “Cancellation Fee”** means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause 5.1;
- “Candidate”** means any person Introduced by the Agency to the Client for an Engagement including, but not limited to, any Alternative Candidate, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of the Agency’s own staff, all whether or not previously known to the Client;
- “Charges”** the Introduction Fee and all other sums payable by the Client to the Agency in accordance with clause 3 or as otherwise detailed or required in accordance with these Terms;
- “Client”** means the person, firm or corporate body (howsoever structured) to whom the Agency Introduces a Candidate;
- “Engagement”** means the engagement, (including the Candidate’s acceptance of the Client’s offer), employment or use of the Candidate by the Client or by any Third Party to whom the Candidate has been Introduced by the Client (whether with or without the Agency’s knowledge or consent), on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative, and **“Engage”**, **“Engages”** and **“Engaged”** shall be construed accordingly;
- “Introduction”** means (as applicable) (i) the passing, directly or indirectly, to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Agency to search for a Candidate; and/or (iii) the provision by the Client to a Third Party, directly or indirectly, of a curriculum vitae and/or information which identifies the Candidate and, in each case, which leads to an Engagement of the Candidate (whether or not the Agency is the effective cause of the Engagement); and **“Introduce”**, **“Introduces”** and **“Introduced”** shall be construed accordingly. In so far as the Candidate is a member of the Agency’s own staff an Introduction shall be deemed to have occurred on any and each communication whether direct or indirect between the staff member and the Client following the Client’s instruction to the Agency to search for a Candidate;

“Introduction Fee”	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
“Remuneration”	includes annual gross 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 Candidate for services provided to or on behalf of the Client or any third party. Where the amount is not known and the Client provides a company car, a notional amount of £6000 will be added to the Remuneration. If the Candidate does not work for 12 months then the Remuneration shall be calculated as if the Candidate had done.
“Same Role”	shall mean that the relevant role is for the exact original specification given including the same level, the same salary and remuneration, same location, same department and same job title as the relevant previous role subject to any proposed Engagement;
“Terms”	these terms and conditions of business as amended from time to time in accordance with clause 2.3;
“Third Party”	means any person, firm or corporate body (howsoever structured) who is not the Client. For the avoidance of doubt, subsidiary and associated companies of the Client (as defined by s. 1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively) are included in this definition;
“Vulnerable Person”	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

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

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

1.4 In these Terms, the following rules apply:

- 1.4.1 where the Client requests any services from the Agency and/or Introductions to be made for any of its subsidiaries and/or associated companies of the Client (as defined by s. 1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988, respectively) the Client acknowledges and warrants that it does so as agent for and on behalf of the relevant subsidiary and/or associated company;
- 1.4.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.4.3 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.4.4 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. Any reference to a particular section or regulation are to the applicable sections or regulations within the relevant statute;
- 1.4.5 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.4.6 a reference to writing or written includes e-mails.

2. THE CONTRACT

- 2.1 These terms of business and the attached Schedule(s) ("**the Terms**") constitute the contract between the Agency and the Client for the introduction of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any Third Party following an Introduction, or by the Client signing where indicated below. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally made.
- 2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after such varied terms shall apply.
- 2.4 The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.

3. NOTIFICATION AND FEES

- 3.1 The Client agrees to:
 - 3.1.1 notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;
 - 3.1.2 co-operate with the Agency in all matters relating to the services to be performed by the Agency under these Terms and shall operate in accordance with all applicable laws in the relevant territory in which the Candidate is likely to be Engaged and to ensure that it does not and shall ensure that the Agency is not caused to act unlawfully;
 - 3.1.3 inform the Agency, within 24 hours where it receives details of a Candidate from the Agency which it has already received from another agency or with whom the Client was in bona fide negotiations with a view to engaging the relevant Candidate in the 3 calendar months prior to the Introduction. If no such notification is given by the Client then, in the event of an Engagement, the Client acknowledges and agrees that the Agency is entitled to charge an Introduction Fee;
 - 3.1.4 notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and
 - 3.1.5 pay the Introduction Fee, to be calculated in accordance with the provisions of this clause 3, and/or other Charges by the due date for payment in clause 3.7.
- 3.2 The Introduction Fee calculated in accordance with clause 3.3 below is payable if the Client (directly or indirectly) Engages the Candidate within the period of 12 calendar months from the date of (a) the Introduction, (b) the Client's withdrawal of an offer of Engagement, (c) the Candidate's rejection of an offer of an Engagement, or (d) the last discussion between the Agency and the Client relating to the Candidate (whichever is the later).

- 3.3 The Introduction Fee is calculated in accordance with the attached Fee Structure contained within Schedule 1 and based on the Remuneration applicable during the first 12 months of the relevant Engagement, subject to the Minimum Fee.
- 3.4 Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 3.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
- 3.5 Where prior to the commencement of the Engagement the Agency and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata subject to a minimum 6-month term on all placements (By way of example only, where the agreed fixed term placement is for 3 months, the Introduction Fee will be based on a 6 month term equivalent). If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 12 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 3.3 had the Candidate first been Engaged for 12 months or more.
- 3.6 The Clients obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 3.7 The Introduction Fee shall be payable within 14 days of the date of the Agency's invoice which shall be rendered once the Candidate commences the Engagement or immediately following the identified events otherwise detailed in these Terms (including under clauses 3.5 or clauses 3.9 to clause 3.14 inclusive). In the event of non-payment of the invoice by the Client within 14 days the Client will;-
- 3.7.1 indemnify and keep indemnified, on the indemnity basis, the Agency in respect of all costs, including legal costs, incurred by the Agency in respect of the recovery of the invoice whether they are incurred before or after judgment; and
- 3.7.2 lose the right to any alternative candidate services, any rebates, any discount or reduced Introduction Fee agreed between the Agency and the Client and in which circumstances the Introduction Fee that shall be payable is the Agency's standard fees as set out in Schedule 1 which shall be payable immediately.
- 3.8 VAT is charged at the standard rate on all fees.
- 3.9 The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.10 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it after acceptance by the Candidate but prior to the beginning the Engagement, the Client shall be liable to pay the Agency the Introduction Fee calculated in accordance with clause 3.3.
- 3.11 In the event that any Agency staff with whom the Client has had personal dealings accepts an Engagement with the Client, or by any Third Party to whom the relevant Agency staff has been Introduced by the Client, while employed by the Agency (or within 3 months of leaving the Agency), the Client shall be liable to pay an Introduction Fee to the Agency calculated in accordance with clause 3.3.

- 3.12 In the circumstances where a Client engages a Candidate without the prior knowledge or written authorisation of the Agency then an Introduction Fee will be raised and calculated in accordance with clause 3.3 and will supersede any and all previous fee agreements that may be in place.
- 3.13 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated above unless the Client notifies the Agency in writing within 5 Business Days of the date of receipt of the relevant invoice of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Agency that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Agency in order to resolve the dispute as quickly as possible.
- 3.14 Without prejudice to the above provisions, in the event that any Charges are not paid by the due date and therefore become overdue, all and any Charges incurred by the Client in respect of the applicable Candidate or otherwise become immediately due to the Agency as a debt.

4. REBATES

- 4.1 If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (subject to the conditions contained within clause 4.2) before the expiry of 12 weeks from the date of commencement of the Engagement, then subject to the remaining terms of clauses 4.2 to 4.6 (inclusive), the Agency will rebate the Introduction Fee for that original Candidate in accordance with the accompanying Scale of Rebates set out in Schedule 1 which is attached to these Terms.
- 4.2 The following conditions must be met in order for the Client to qualify for a rebate under clause 4.1:
- 4.2.1 the Client must comply or must have complied with the provisions of clause 3.1 (specifically the payment of the Agency's invoice on time and in cleared funds) and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement;
 - 4.2.2 the Candidate did not leave the Engagement because he/she reasonably believed that the nature of the actual work was substantially different from the information the Client provided prior to the Candidate's acceptance of the Engagement;
 - 4.2.3 the Candidate did not leave the Engagement as a result of discrimination, unfair dismissal or other acts against the Candidate;
 - 4.2.4 the Candidate's Engagement is not terminated by reason of redundancy or re-organisation or change in strategy of the Client;
 - 4.2.5 the Candidate was not at any time in the 12 months prior to the start of the Engagement employed or hired (whether on a permanent or contract basis) by the Client or any member of the Client's corporate group or associated parties; and
 - 4.2.6 subject to compliance with the other conditions of this clause 4.2, the Client must also exclusively give the Agency 4 weeks from the date of notice of non-commencement or termination of the applicable Engagement in which to find one suitable Alternative Candidate for the Same Role for the position the Client is seeking to fill. In relation to the "Same Role", if the Client proposes to alter any of the parameters it shall be treated as a new role and subject to these Terms and on the basis that a new Introduction Fee under clause 3.3 shall be payable as well, and no alternative candidate services shall be provided and the Client shall not be entitled to any rebate. Where an Alternative Candidate is found for the Same Role and an Engagement starts in relation to that Alternative Candidate the Agency shall be immediately entitled to and shall raise a further Introduction Fee for the Alternative Candidate in

accordance with clause 3.3 and payable by the Client in accordance with these Terms and the Client will then be eligible for a rebate against the Introduction Fee for the original Candidate, subject to the rest of this clause 4 and in accordance with the accompanying Scale of Rebates set out in Schedule 1 (subject to a £350 administrative fee in all cases). If after 4 weeks from the date of the notice of the original Candidate no suitable Alternative Candidate can be found for the Same Role, or if the Alternative Candidate's Engagement is terminated before the expiry of 12 weeks from the date of commencement of the Engagement the Client will be eligible for a rebate against the applicable Introduction Fee for both the original Candidate and the Alternative Candidate, subject to the rest of this clause 4 (applicable as against the Original Candidate as well as the Alternative Candidate) and in accordance with the accompanying Scale of Rebates set out in Schedule 1 (subject to a £350 administrative fee in all cases and on the basis that only one rebate will be applied against the invoices for the original Candidate and the Alternative Candidate and no double counting). In relation to the satisfaction of this condition, the Client shall at all times act fairly and reasonably in relation to the selection process and on the basis that the required role is still required and that clause 4.2.4 does not apply. In the event that the Client is obstructive and/or acts unreasonably in relation to the second selection process under this clause, the Introduction Fees shall all be due in full and no rebate shall be granted.

- 4.3 For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.
- 4.4 In circumstances where clause 3.5 applies, the full Introduction Fee is payable and there shall be no entitlement to a rebate.
- 4.5 If subsequent to the Client receiving a rebate the relevant Candidate is re-Engaged within a period of 12 calendar months from the date of termination either on a direct or indirect basis (through any Third Party), then any rebate paid to the Client shall be immediately repaid by the Client to the Agency and time for payment shall be of the essence. The Client shall not be entitled to any further rebates and/or alternative candidate services in relation to the re-Engagement of the relevant Candidate.
- 4.6 If, after an offer of Engagement has been made to the Alternative Candidate under clause 4.2.6, the Client decides for any reason to withdraw it prior to the Alternative Candidate accepting and/or starting the Engagement, the Client shall not be entitled to any rebate in relation to the original Candidate and clause 5 shall apply in relation to the Alternative Candidate.

5. CANCELLATION FEE

- 5.1 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement, the Client shall be liable to pay the Agency a "Cancellation Fee", which shall be calculated as follows: £400 where the annual Remuneration for the relevant role is £20,000 or less and 2% of the Remuneration where the annual Remuneration for the relevant role is £20,001 or more.

6. INTRODUCTIONS TO THIRD PARTIES

- 6.1 Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a Third Party, that will be deemed to be a "**Third Party Introduction**". If that Third Party Introduction results in an Engagement of the Candidate by the Third Party within 12 months of the Agency's Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee in accordance with clause 3.3. Neither the Client nor the Third Party shall be entitled to a rebate of the Introduction Fee or any alternative candidate services under clause 4 in any circumstances.

7. SUITABILITY CHECKS

- 7.1 The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
- 7.1.1 confirm that the Candidate is willing to work in the position and
 - 7.1.2 obtain confirmation of the Candidate's identity; and that the Candidate has the experience, training, qualifications which the Client considers necessary or which may be required any professional body in relation to qualifications and continued compliance.
- 7.2 Notwithstanding clause 7.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
- 7.2.1 taking up any references provided by the Candidate before Engaging the Candidate;
 - 7.2.2 checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
 - 7.2.3 the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
 - 7.2.4 satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.
- 7.3 To enable the Agency to comply with its obligations under 7.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:
- 7.3.1 the type of work that the Candidate would be required to do;
 - 7.3.2 the location and hours of work;
 - 7.3.3 the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
 - 7.3.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 7.3.5 the date the Client requires the Candidate to commence the Engagement;
 - 7.3.6 the duration or likely duration of the Engagement;
 - 7.3.7 the minimum rate of Remuneration, expenses and other benefits that would be offered;
 - 7.3.8 the intervals of payment of Remuneration; and
 - 7.3.9 the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client.
- 7.4 Where the Candidate is introduced for a position which involves working with, caring for or attending a Vulnerable Person the Agency shall, in addition to the obligations in clause 7.1, take reasonably practicable steps to obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably

practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

8. INFORMATION TO BE PROVIDED

8.1 When the Agency Introduces a Candidate to the Client the Agency shall inform the Client that they have obtained confirmation of the matters set out in clause 7.1 (and in the case of a position which involves working with Vulnerable Persons the matters in clause 7.4). Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Candidate is being Introduced for an Engagement which is the same as one in which the Candidate has worked within the previous 5 business days and such information has already been given to the Client.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1 All information relating to a Candidate is confidential and subject to the Data Protection Act 2018 or any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time including, but not limited to, the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) ("**Data Protection Laws**").

9.2 All information is provided solely for the purposes of providing candidate introductions to the Client. Such information must not be used for any purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the GDPR in receiving and processing the data at all times. In addition information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

10. LIABILITY

10.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs 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 Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

10.2 The Agency's total liability to the Client in respect of all other losses arising under or in connection with these Terms, whether under these Terms, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Introduction Fees actually received by the Agency.

10.3 The Client shall indemnify and keep indemnified the Agency against all Losses incurred by the Agency arising out of or in connection with:

- 10.3.1 any non-compliance by the Client with the Data Protection Laws; and/or
- 10.3.2 any breach of these Terms by the Client or by its employees or agents; and/or
- 10.3.3 the enforcement of these Terms by the Agency; and/or
- 10.3.4 any breach by the Client or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation); and/or
- 10.3.5 any unauthorised disclosure of a Candidate details by the Client, or any of its employees or agents.

11. NOTICES

11.1 All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile

transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

12. SEVERABILITY & WAIVER

12.1 If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provisions shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

12.2 A waiver of any right under these Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13. GOVERNING LAW AND JURISDICTION

13.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the Client

_____ [print name here]

I confirm I am authorised to sign these Terms for and on behalf of the Client,

_____ **“the Client”**

Date



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Schedule 1

Table of Introduction Fees for Permanent and Fixed Term Contract Staff

Table Of Fees (%)				
Gross Annual Remuneration	Up to £25,000	£25,001 - £30,000	£30,001 - £50,000	£50,001 plus
% Fee payable subject to the Minimum Fee	20	22.5	25	30

All fees subject to VAT

Introduction Fees for fixed term contract staff are calculated as above adjusted pro rata for the contract period.

All Introduction Fees are subject to a minimum fee of £2,000 plus VAT ("**Minimum Fee**").

Table Of Introduction Fee Rebates

Where the Candidate ceases working for the Client during the first 84 days of the Engagement (except where the conditions within clause 4.2 are not met), a rebate of the Introduction Fee shall be paid to the Client in accordance with the Scale of Rebate set out below, subject to the conditions in Clauses 3.1, 4.1 to 4.6 (inclusive).

Rebate Scale ("Scale of Rebate")	
Employment Period (Days)	Percentage (%) Rebate
Up to 14	100*
15-35	50
36-70	25
71-84	10

*Less £350 (Plus VAT) Administration Fee

The Scale of Rebate only applies in the event that the Client complies with the provisions set out in clauses 3.1, 4.1 and 4.2 of these Terms.