

- 3.4 Should any of these terms be or become unenforceable the validity of the remaining terms will not be affected.

4 OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

- 4.1 To enable NES IT to provide the Services the Client undertakes to provide to it details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; 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; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.
- 4.2 NES IT will provide suitable individuals to the Client pursuant to its requirements. NES IT shall prior to the introducing the Candidate obtain evidence of the Candidate's identity and an up-to-date and accurate curriculum vitae, together with any appropriate supporting documents to demonstrate that the Candidate has the experience, training, qualifications and authorisations necessary to fulfill the requirements of the Client and is willing to do so. Such information will be provided to the Client upon request.
- 4.3 NES IT will take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 4.4 Notwithstanding the provision of this clause 4 the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or NES IT before engaging the Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 4.5 The Client will notify NES IT forthwith of
- 4.5.1 any offer of employment, engagement or other contract for the Candidate to work for it and the terms on which that offer has been made, including any details relating to remuneration and the date of commencement.
- 4.5.2 an acceptance by the Candidate of such offer, together with the terms of such acceptance (if different from clause 4.5.1)

5 INTRODUCTIONS

- 5.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the NES IT which results in a Candidate being employed, engaged or contracted to work for that third party within 6 months of any introduction renders the Client liable to payment of the Fee with no entitlement to any refund.
- 5.2 The Fee will be charged in relation to any Candidate employed, engaged or otherwise contracted to work for the Client as a consequence of or resulting from an introduction by or through NES IT, whether direct or indirect, within 6 months from the date of NES IT providing the Services.
- 5.3 The Fee payable under this clause 5 will be calculated in accordance with this Agreement unless the remuneration is not know, in which case it will be based on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to NES IT by the Client and/or comparable positions in the market generally for such positions.

5.4 If, after an offer of employment or engagement has been made to the Candidate the Client decides for any reason to withdraw it, the Client shall be liable to pay NES IT the Fee unless agreed otherwise in advance with NES IT.

6. STATUS

6.1 The Candidate is not an employee, agent, consultant or partner of NES IT. Nothing in this Agreement shall be construed as creating a contract of employment and/or an employment relationship between the Candidate and NES IT, nor any partnership or agreement other than as an Employment Agency between the Client and NES IT.

7. PAYMENT TERMS

7.1 The Client will pay NES IT the Fee within 14 days of it receiving an invoice from NES IT unless varied in accordance with the terms of this Agreement. All monies due to NES IT by the Client shall be paid by the Client without deduction or deferment in respect of any or any alleged set-off or counterclaim. Any monies due to NES IT from the Client shall bear interest from the due date at 4% above the base rate for the time being of National Westminster Bank Plc accruing on a daily basis and payable upon demand.

7.2 All figures stated in this Agreement are exclusive of VAT which shall be added at the rate applicable at the tax point.

8 EXPENSES

8.1 The Client will reimburse NES IT any additional expenses incurred by it in providing the Services which are agreed.

9 UNEXPECTED TERMINATION OF THE CANDIDATE

9.1 If the Candidate who is employed, engaged or contracts to work for the Client ceases to work for the Client within a period of three months from commencement as a result of any of the following circumstances then the Client will seek an alternative Candidate from NES IT who will be provided without charge providing the terms on which the role is offered remain the same and NES IT is not required to incur additional expenditure unless agreed to be paid by the Client. The circumstances are:

9.1.1 death or incapacity of the Candidate; or

9.1.2 resignation of the Candidate; or

9.1.3 dismissal owing to unsuitability or unsatisfactory performance or attendance by the Candidate; or

9.1.4 force majeure

9.2 In the event that NES IT is unable to find a suitable replacement Candidate within a reasonable period of time then the Client will be entitled to a rebate on the Fee paid as follows:

9.2.1 Candidate leaves up to end of first month - 60% refund

9.2.2 Candidate leaves after first month up to end of second month - 40% refund

9.2.3 Candidate leaves after second month up to end of third month - 20% refund

9.3 No refund will be paid unless the Client has paid in full all sums owed to NES IT and has notified NES IT within 7 days of the termination and the reasons for it. If a refund is paid by NES IT and the Client subsequently re-employs or re-engages the Candidate within 6 months then the Client will repay any refund which it has received from NES IT.

10 CONFIDENTIAL INFORMATION

- 10.1 The parties expressly acknowledge that the provision of the Services will entail access and disclosure to the each party of confidential information. Accordingly the parties shall not (except for the purpose of this agreement or communicating with its professional advisers or complying with any statutory duties) use or communicate or disclose directly or indirectly to any third party any information about the customers, finances, business, trade secrets, methods, formulae, know-how, processes or other confidential information about the other which is disclosed to the other pursuant to this Agreement. This obligation shall extend to the officers and employees of the parties.

11 DATA PROTECTION AND FREEDOM OF INFORMATION

- 11.1 NES IT expressly draws the attention of the Client to the provisions of the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them and any associated legislation that arises in connection with the Assignment Contract ("Data Protection Requirements").
- 11.2 All parties warrant that they will duly observe all their obligations under the Data Protection Requirements. All parties shall have regard to and take into consideration any codes of practice or other relevant guidance issued under such legislation.

12 EXCLUSIONS AND INDEMNITY

- 12.1 Save as herein provided NES IT shall not be liable to the Client in any event in contract, tort (including negligence and breach of statutory duty but excluding death or personal injury arising from NES IT's negligence) or otherwise howsoever and whatever the cause thereof

12.1.1 for any increased costs or expenses;

12.1.2 for any loss of profit, business, contracts, revenues, or anticipated savings; or

12.1.3 for any special indirect or consequential damage of any nature whatsoever.

- 12.2 The Client will indemnify and keep indemnified NES IT against all actions proceedings claims or demands in any way connected with this contract brought or threatened as a result of any act or omission by the Client including, but not limited to, claims by the Worker under the Employment Rights Act 1996, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995 and the Working Time Regulations 1998, the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999.

13 NOTICES

- 13.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by prior notice given in accordance with this clause.
- 13.2 Any such notice may be delivered personally or by first class prepaid letter, or facsimile transmission and shall be deemed to have been served as if by personal delivery when delivered by first class post 48 hours after posting and if by facsimile transmission by proof of answer back or other evidence of transmission.

14 APPLICABLE LAW

14.1 This Agreement shall be construed in accordance with English Law and the parties agree that any dispute concerning this agreement shall be determined by the English Courts.

SIGNED on behalf of **NES IT Limited**)
by)
in the presence of:)

SIGNED on behalf of **the Client**)
by)
in the presence of:)