

PRG EXECUTIVE SEARCH TERMS OF BUSINESS

1. DEFINITIONS

1.1.-----In these Terms of Business the following definitions apply:

1.1.1. ----"Applicant" means any person or connected person, firm or corporate body introduced by the Company to the Client for an Engagement, including any members of the Company's own staff;

1.1.2. ----"Assignment" means the period during which a Temporary Worker is supplied to render services to the Client;

1.1.3. ----"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 or to whom the Temporary Worker is supplied;

1.1.4. ----"Company" means Professional Recruitment Group Limited (Company number SC224561) having its Registered Office at Lower Ground, 176 Bath Street, Glasgow, G2 4HG, together with its subsidiaries and trading divisions;

1.1.5. ----"Connected Person" is an individual or group of individuals who previously worked within the same firm as the successful applicant; who subsequently joined the client within 3 months of the individual commencing employment.

1.1.6. ----"Employment Agency" is defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

1.1.7. ----"Employment Business" is defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

1.1.8. ---- "Engagement" means the engagement, employment or use of the Applicant or of the Temporary Worker by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement;

1.1.9. ----"Introduction" means:

1.1.9.1.---the passing to the Client of a curriculum vitae ("CV") or other information which identifies or is in relation to an Applicant or Temporary Worker; or

1.1.9.2.---the interview by the Client of an Applicant or Temporary Worker, in person or by telephone;

1.1.10.----"Remuneration" means (without limitation) the annualised full-time equivalent aggregate of base salary, guaranteed and/or anticipated bonus and commission earnings, partners drawings, allowances, inducement payments, the benefit of a company car (including any cash or other alternative to a company car), all other payments and taxable (and where applicable, non-taxable) emoluments payable to or received by the applicant for services rendered to or on behalf of the Client. For cash alternatives to taxable benefits such as company cars, the cash value of the benefit will be used for the purposes of determining Remuneration. Where a company car is provided by the employer, a notional amount of £5,000 will be deemed to be the cash alternative for these purposes;

1.1.11.----"Temporary Worker" means any person, firm or corporate body introduced by the Company to the Client for an Assignment;

1.2. References to the singular include the plural and references to the masculine include the feminine and vice versa where the context requires it.

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

2. CONTRACT TERMS

2.1 These Terms of Business are deemed to be accepted by the Client by virtue of any instruction from the Client to the Company to find an Applicant or Temporary Worker and govern all Introductions.

2.2 No variation or alteration of these Terms of Business shall be valid unless approved in advance in writing by a director of the Company.

2.3 Unless otherwise agreed in writing by a director of the Company, these Terms of Business shall prevail over any other Terms of Business or purchase conditions put forward by the Client.

2.4 All Introductions are confidential between the Client and the Company. The passing of an Introduction to another employer, person, firm or corporation which results in the engagement of an Applicant or Temporary Worker within a 12 month period from the date of the Introduction renders the Client liable for payment of the Company's fees in relation to that Applicant or Temporary Worker as set out below.

3. COSTS

3.1. APPLICANTS DIRECTLY EMPLOYED BY THE CLIENT IN PERMANENT POSITIONS

3.1.1. The fee payable to the Company by the Client for an Introduction resulting in the Engagement of an Applicant is calculated as a percentage of the Applicant's annualised Remuneration as follows:

Remuneration (per annum)	Fee
Up to £34,999	25%
£35,000 - £49,999	27.5%
£50,000+	30%

3.1.2. Unless otherwise agreed in writing in terms of 2.3 above, the Company will invoice the Client for the fee on contractual acceptance by the Applicant.

3.1.3. Notwithstanding the above a minimum fee of £25,000 is chargeable on all successful introductions plus any applicable fees on connected person.

3.1.4. The Client agrees:

3.1.4.1. to notify the Company immediately it offers an Engagement to an Applicant, and to provide the Company with a copy of the offer letter at the same time it is issued to the Applicant; and

3.1.4.2. to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the agreed Remuneration to the Company.

3.2. TEMPORARY WORKERS

3.2.1. The company's minimum fee for introductions of Applicants or Temporary Workers directly employed by the Client in temporary assignments is £1,000.

3.2.2. The Client agrees to pay an hourly rate for any Temporary Worker placed with the Client on an Assignment. The Client will be informed of the applicable hourly rate at the commencement of the Assignment. The Company reserves the right to vary the hourly rate at any time during an Assignment and will notify the Client of any such variation. The Company will invoice the Client on a weekly basis in arrears, or at the end of the Assignment (whichever is the earlier) at the hourly rate for the number of hours worked by the Temporary Worker.

3.2.3. In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either

3.2.3.1. directly or

3.2.3.2. pursuant to being supplied by another Employment Business within either

3.2.3.2.1. The duration of the Assignment; or

3.2.3.2.2. 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 a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or

3.2.3.2.3. 8 weeks from the day after the last day the Temporary Worker worked on the Assignment, then

the client shall be liable, to either:

3.2.3.2.4. Subject to electing upon giving 7 days' notice, an extended period of hire of the Temporary Worker being 100 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.2.2 for each hour the Temporary Worker is so employed or supplied; or

3.2.3.2.5. A fee calculated as follows:

Annualised Remuneration	Fee (to be pro-rated with expected duration)
Up to £29,999	25%
£30,000 and over	30%

or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.2.2 multiplied by 200. However, where the Client does not give such notice before the Temporary Worker is Engaged the parties agree that the Fee shall be due.

3.2.4. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Company to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another Employment Business within 6 months from the date of Introduction the Client, the fees outlined in clauses 3.2.3.2.5 shall be payable.

3.2.5. In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clauses 3.2.3.2.5 will apply. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within 3 months of the termination of the first

Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement.

3.2.6. If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by the Company either directly or pursuant to being supplied by another Employment Business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with either 3.2.3.2.5 may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

3.2.7. In the event that a Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within either

3.2.7.1. The duration of the Assignment; or

3.2.7.2. 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 also be considered to be the 'first assignment' for these purposes); or

3.2.7.3. 8 weeks from the day after the last day the Temporary Worker worked on the Assignment; or

3.2.8. In the event that there is an introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction, then

3.2.9. the Client shall be liable to pay a Transfer Fee calculated in accordance with clauses 3.2.3.2.5.

3.2.10. Any fees paid by the Client in terms of clause 3.2.3.2.5 are non-refundable, even in the event of termination of the Engagement for whatever reason.

3.3. MISCELLANEOUS COSTS

3.3.1. The Company will inform the Client of any advertising costs payable by the Client in advance. An advertisement agreed by the Client may only be cancelled where sufficient notice is given to enable the Company to withdraw the advertisement at no cost.

3.3.2. The Client will be directly responsible for the negotiation and payment of any expenses incurred by Applicants or Temporary Workers in being interviewed by the Client.

3.4. CREDIT TERMS

3.4.1. The Client agrees to pay all the Company's invoices within 7 days of the date of invoice. The Company reserves the right to charge interest on overdue sums at the rate of 3% per annum above the base rate from time to time of the Royal Bank of Scotland plc from the due date until the date of actual payment.

3.4.2. In respect of any fees payable to the Company which have been discounted, restricted or in other ways had their terms varied, if prompt payment is not received within 7 days of invoice ("prompt payment"), the Company reserves the right to credit the original invoice and re-invoice at full standard rates.

4. ADMINISTRATION OF TEMPORARY WORKERS

4.1. TIMESHEETS

4.1.1. At the end of each week during an Assignment (or at the end of the Assignment where it is for a period of one week or less), the Client shall sign the Company's timesheet verifying the number of hours worked by the Temporary Worker during that week. Signature of the timesheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. If the client is unable to sign a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Company as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Company to enable the Company to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

4.1.2. The Company assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

4.2. TERMINATION

4.2.1. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. However, if at any time the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment by directing the Company to remove the Temporary Worker. The Company will in such circumstances and at their discretion reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:

4.2.1.1 within 4 hours of the Temporary Worker commencing the Assignment; and also provided that the Client informs the Company of the unsuitability of the Temporary Worker immediately by telephone, fax or email; and

4.2.1.2 that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Company within 48 hours of the termination of the Assignment.

4.2.2. The Company or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability. The Client may terminate an Assignment at any time without prior notice, but will be liable at the hourly rate for the number of hours already worked by the Temporary Worker.

5. LIABILITY

5.1. The Company endeavours to ensure the suitability of any Applicant or Temporary Worker introduced to the Client by obtaining confirmation of the Applicant's or Temporary Worker's identity; that the Applicant or Temporary Worker has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant or Temporary Worker is willing to work in the position which the Client seeks to fill.

5.2. At the same time as proposing an Applicant or Temporary Worker to the Client the Company shall inform the Client of such matters in clause 5.1 in respect of which they have obtained confirmation. 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 Applicant or Temporary Worker is being proposed for a position which is the same as one in which the Applicant or Temporary Worker has worked within the previous five business days and such information has already been given to the Client.

5.3. The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant or Temporary Worker are aware of any requirements imposed by law or any professional body to enable the Applicant or Temporary Worker to work in the position which the Client seeks to fill.

5.4. The Company endeavours to 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 Applicant or Temporary Worker for the Applicant or Temporary Worker to work in the position which the Client seeks to fill.

5.5. Notwithstanding clauses 5.1, 5.2, 5.3 and 5.4 above the Client shall satisfy itself as to the suitability of the Applicant or Temporary Worker and the Client shall take up or verify any references provided by the Applicant or Temporary Worker to it or the Company before engaging such Applicant or Temporary Worker. 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 or Temporary Worker, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant or Temporary Worker is engaged to work.

5.6. To enable the Company to comply with its obligations under clauses 5.1, 5.2, 5.3 and 5.4 above the Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the type of work that the Applicant or Temporary Worker 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 Applicant or Temporary Worker 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 Applicant or Temporary Worker 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 Applicant or Temporary Worker would be entitled to give and receive to terminate the employment with the Client.

6. SPECIAL SITUATIONS

6.1. Where the Applicant or Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by

reason of age, infirmity or who is otherwise in need of care or attention, the Company will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant or Temporary Worker, two references from persons not related to the Applicant or Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant or Temporary Worker is suitable for the position. If the Company is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

6.2. The Client shall be solely responsible for taking up references (including the confirmation of any professional or academic qualifications) which it shall require and for arranging any medical examination and investigations of the Applicant or Temporary Worker, the Applicant or Temporary Worker's background and for obtaining any work or other necessary permits and shall be solely responsible for satisfying itself as to the suitability of any Applicant or Temporary Worker.

6.3. The Company 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 Company seeking an Applicant or Temporary Worker for the Client or from the Engagement of any Applicant or Temporary Worker by the Client or from the Introduction by or failure of the Company to introduce any Applicant or Temporary Worker. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

6.4. The Company shall use reasonable endeavours to provide Temporary Workers in accordance with the Client's booking requirements, but no liability will be accepted by the Company for any loss, expense, damage or delay (whether direct, indirect or consequential) arising from any failure to provide a Temporary Worker for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Workers provided.

6.5. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise. The Client will also comply in all respects with all statutory provisions and codes of practice relating to the Engagement, to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 4.1.2 above), including (but without prejudice to the generality of the foregoing) the Working Time Regulations and the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. The Client shall also advise the Company of any special health and safety matters which may affect the Temporary Worker. The Client will provide the Company with any relevant information about the Assignment requested by the Company. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Company of this requirement before the commencement of that week.

6.6. The Client shall indemnify and keep indemnified the Company against any costs, claims or liabilities incurred by the Company arising out of any Assignment and/or as a result of any breach of these Terms by the Client.

7. LAW

7.1. While these terms (on which you have had the opportunity to take independent advice, as you hereby acknowledge) are considered by the parties to be reasonable in all the circumstances, it is agreed that if any such terms, by themselves, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances but would be adjudged reasonable if part or parts of the wording thereof were deleted, the relevant term or terms shall apply with such deletion(s) as may be necessary to make it or them valid and effective.

7.2. These Terms are governed by Scottish law and are subject to the exclusive jurisdiction of the Scottish Courts.

8. THIRD PARTY RIGHTS

8.1. These Terms shall not be construed as conferring any rights for any third party (that is, any party other than the Company and the Client) and the application of the Contracts (Rights of Third Parties) Act 1999 to these Terms is hereby excluded.

Professional Recruitment Group Limited is acting as both an Employment Business and an Employment Agency and operates an Equal Opportunities Policy.