

**PLEASE NOTE:**

**Please read these terms of agreement carefully as they are binding upon you. It is Ion Search Ltd's policy to strictly enforce its terms of agreement in the event of a dispute.**

**THE TERMS OF AGREEMENT ARE FOR THE PLACEMENT OF CANDIDATES**

This agreement (hereinafter to be called "the agreement" is made:

BETWEEN: Ion Search Ltd (hereinafter to be referred to as "Ion Search")  
AND: "The Client" (hereinafter to be called "The Client")

These terms are deemed to be legally binding upon either both parties by signing the below terms or upon the client accepting a candidate as being represented by the agency.

1. Ion Search is an employment agency in the business of introducing candidates within the recruitment industry for permanent appointment within it.
2. The client is responsible for checking a Candidate's references relating to his/her qualifications, skills, character and experience and to see that the legal and medical requirements relating to a candidate have been met and for obtaining a work permit when necessary. Ion Search provides an introductory service only, they do not make any formal checks on candidates and neither do they provide any assurances as to the candidate's suitability both technically or otherwise.
3. The said terms of agreement will constitute the only contract between Ion Search and the Client.
4. The said terms of agreement can be varied only by written agreement between Ion Search and the Client and is authorised by an Ion Search Director.
5. An introduction of a candidate shall be deemed to have taken place when Ion Search provides to the Client any information that identifies a candidate. The agreement comes into effect upon an introduction taking place.
6. If an appointment of a candidate is made by the Client within 12 months of an introduction Ion Search's fees as set out in Clause 11 below become payable.
7. An appointment takes place whether a Candidate is engaged on a temporary basis or employed on a permanent basis.
8. An introduction is strictly confidential. If the Client passes on details of a Candidate to a 3<sup>rd</sup> party which results in the appointment of a candidate by the 3<sup>rd</sup> party, the client shall pay Ion Search a fee of 50% of the anticipated first year's remuneration of the candidate. A third party includes, but is not limited to any associated company, subsidiary or other company with which the client is connected.
9. The client shall notify Ion Search immediately of an appointment of a Candidate and shall provide Ion Search with full details of the appointment including a breakdown of the offer made. The client agrees to supply Ion Search with any purchase order number required within 7 days of the start date of the candidate. Where the Client fails to do so Ion Search is authorised to invoice without the accompanying Purchase Order.
10. Ion Search's fee is calculated as a percentage of the anticipated first year's total remuneration of a candidate, which means a candidate's taxable gross remuneration including, but not limited to, any guaranteed bonus or commission, car allowance, weighting allowance, pensions contributions, any additional payments or goods that are taxable. The client shall provide to Ion Search a full statement of the total remuneration to be received by a candidate prior to the candidate's first day of employment.
11. Ion Search's Fees are 25%; Ion Search's fees become payable on the start date of a candidate, including any appointment as detailed in clause 5, 6 and 7. Should the client fail to advise Ion Search of the appointment within 3 days of the start date of the candidate, a fee becomes payable at 50% of the anticipated remuneration of a candidate.
12. An invoice is payable within 7 days of its date of issue, after which the client shall pay to Ion Search a compensation payment and statutory interest (calculated weekly) at 8% above the Bank of England base rate, whereby a part week will be counted as a full week.
13. The client shall bare the legal costs incurred by Ion Search if an invoice is not paid or if it is paid after 7 days have elapsed since it was issued by payment.
14. This contract can be terminated by either side giving 28 days written notice. Either party may also terminate this contract forthwith by notice in writing if the agency or client;
  - i) Is forced into liquidation
  - ii) Commits a breach of this agreement, which is agreed by both parties, which in the case of the said breach is incapable of remedy after a period of 28 days from receipt of the breach from the other party including identification of the breach and a proposed remedy.
15. The agency shall not be liable under any circumstances for any loss, expense, damage, delay, cost 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 whatsoever.

16. The client shall not at any time during the term of this Agreement nor for a period of twelve (12) months after its termination attempt to solicit or entice away (or procure or assist the soliciting or enticement of) any ion search or associated company employee. The client shall pay ion search a lump sum fee of £20,000 damages for every instance this occurs.

17. During the term of this Agreement and for a period of twelve (12) months after its termination, if the client appoints an ion search or related businesses employee, whether they be a current employee or an individual that has been employed by ion search or related businesses within the last 12 months, the client shall pay Ion Search a fee of 50% of the anticipated first year's remuneration of the individual.

**18. Law**

These Terms are governed by the law of [\*England & Wales/ Scotland/ Northern Ireland] and are subject to the exclusive jurisdiction of the Courts of [\*England & Wales/Scotland/Northern Ireland]