

## INTERNATIONAL TERMS OF BUSINESS

1. These terms and conditions of business are between Flourish Recruitment and the Employer Client (hereinafter called the Client) and shall apply whenever employment results from an introduction by flourish Recruitment: through an instruction for a Client however communicated; an authorised assignment; notification to a Client by virtue are deemed to be accepted by the Client by virtue of an interview or the engagement of an applicant introduced by Flourish. The term applicant refers to the person introduced by Flourish. The term applicant refers to the person introduced by Flourish to the Client, including any member of Flourish's own staff.
2. Flourish Recruitment will not charge the Client for advertising fees or engaged in Executive Search and selection unless instructed in writing by the Client.
3. The Client undertake to inform Flourish in writing of the terms of any employment agreed with the person introduced by Flourish and provide such information as may be necessary to calculate fees payable.
4. All fees become due on the day the employment commences. Terms for payment are twenty-eight days from invoice date. If fees are paid after this date then the guarantee provision set out in clause 8 shall not apply.
5. All payments are to be made in £ sterling. Payment either by telegraphic Bank Transfer or Sterling Cheque drawn in any London banks. All bank charges (both UK and abroad) are to be borne by the Client.
6. Introductions are confidential. Should it transpire that information is passed to another party which results in employment whoever passes on such information shall be held liable for payment of fees as set out in Table 1.
7. Where a candidate introduced by Flourish is offered employment within twelve months of notification of the availability of the candidate however communicated, the appropriate fee shall by payable as shown in Table 1.
8. Guarantee provisions extend to the first 12 weeks of employment as follows: should the employment be terminated during the first 4 weeks for any reason other than redundancy Flourish Recruitment undertakes to credit or refund 100% of monies paid, thereafter the repayment will reduce by 10% per full week of employment up to twelve weeks (see Table 2). No refund will be made if the applicant leaves after 12 weeks of commencing employment. And refund due will be paid within fourteen days of receiving written confirmation that the candidate has left. The provision will only apply the terms for payment set out in clause 4.
9. Should the candidate leave within the 90 day guarantee period Flourish will conduct a Replacement Search at no additional charge providing that payment has been received as set out in clause 4. This Replacement Search does not constitute a guarantee that a suitable replacement will be found.
10. Whilst every effort is made to maintain high standards of integrity Flourish Recruitment accepts no responsibility for any loss, expense, damage or delay, however occasioned which may arise from this contract. Flourish cannot accept responsibility for any information or representation concerning potential applicants as regards to history, health, character, age, capability or suitability of any potential employee. The onus is on the client to take up references, verify qualification and confirm any information supplied upon which material decisions may be made. No representation or warranty is made that any potential applicant is or will be available to fill a situation.
11. The engagement of an Applicant introduced by Flourish recruitment will be deemed to be an acceptance of these terms of business by the client.
12. Interest will be charge on fee which are unpaid twenty-eight days from the invoice date at the rate of 5 per cent above the National Westminster Bank Plc base lending rate on the day-to-day basis.
13. These terms and conditions will apply in every case except where varied in writing by a director of flourish Recruitment.

**Payments made to: Flourish Recruitment**  
**BANK DETAILS:**           **The CoOperative Bank**  
**Olympic House**  
**6 Olympic Court**  
**Salford M5 2QP**  
**ENGLAND**  
**BRANCH CODE: 08-92-99**  
**ACCOUNT NO: 699072561**  
**TEL: (UK + 44) 0345 215215**

**Table 1 – FEES**

Salaries under £7,500	8%
Salaries from £7,500-£14,999	12%
Salaries above £15,000	15%
Executive Search and Selection	20%

Fees remain fixed until 1<sup>st</sup> 1998. Percentage shown is calculated on an annual basis.

**Table 2 – Guaranteed Refund**

Week 1	100% REFUND
Week 2	
Week 3	
Week 4	
Week 5	80% REFUND
Week 6	70% REFUND
Week 7	60% REFUND
Week 8	50% REFUND
Week 9	40% REFUND
Week 10	30% REFUND
Week 11	20% REFUND
Week 12	10% REFUND

I have read and accept the above Terms of Business:

Signed \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_