



**Terms and Conditions of Business**

**1.0 Definitions**

'Client' means any person, firm or company (including for this purpose its subsidiaries, holding companies and associated companies)

'Candidate' means any person who is identified or found or selected for a Client by Powwow and whose details are provided (whether verbally, electronically or in writing) to that Client by Powwow. This includes persons previously known to the Client unless the Client can demonstrate that it had already made arrangements with that person to interview that person for the relevant position.

'Commencement Date' means the date upon which a Candidate commences Employment with a Client or with a third party following an introduction or referral by a Client.

'Employment' means any employment (whether on a full time or a part time or temporary or a rolling or fixed term basis or otherwise) of a Candidate by a Client (or third party following an introduction or referral by a Client) and includes any business partnership or contract for services or self-employment and any contract between the Client and a company with which a Candidate is or becomes employed or to which he / she provides services.

'Salary' means the Candidate's first year annual salary plus any bonus, commission or other such payments if such payments are guaranteed.

'Recruitment Fee' means the fee payable (net of VAT) to Powwow by the Client under these terms and conditions of business.

'Relevant Period' means in relation to a Candidate the period of twelve months commencing on the most recent date that details of that Candidate are provided to a Client by Powwow for the purpose of filling a position.

**2.0 Terms and Conditions**

- 2.1 The Client is deemed to have accepted these terms and conditions of business upon interviewing or employing a Candidate introduced by Powwow whether the interview is arranged through Powwow or not. Failure to sign and return and /or acknowledge receipt of such terms by the Client shall not in any way invalidate them.
- 2.2 Any variations to these terms and conditions of business must be confirmed in writing by a Director of Powwow.
- 2.3 These terms and conditions of business shall take precedence over the Client's terms and conditions of business unless expressly agreed to the contrary by Powwow and confirmed to the Client in writing and signed by a Director of Powwow

**3.0 Recruitment Fee**

- 3.1 The Recruitment Fee is subject to VAT where applicable
- 3.2 The Recruitment Fee is payable by the Client if the Candidate commences employment with the Client (or third party following an introduction or referral by a Client) within the Relevant Period
- 3.3 The Recruitment Fee is payable by the Client within 7 days of the Candidate's Commencement Date with the Client (or third party following an introduction or referral by a Client) and in the event that the Client fails to make payment on or before the due date then Powwow may charge the client interest on the amount unpaid at the rate of 8% per annum, calculated on a daily basis from the due date until full payment is received.

3.4 The Recruitment Fee shall be calculated as follows:

Service Level	Recruitment Fee	
Business	£995	\$
Professional	£1295	
Executive	£1995	
Elite	£2995	

**4.0 Rebate and Guarantee**

- 4.1 If the candidate leaves the Client's employment within eight weeks of the Commencement Date, Powwow (subject to the Client having complied fully with its obligations under this agreement) will attempt to provide a replacement Candidate to the Client's reasonable satisfaction.
- 4.2 If Powwow does not provide a suitable replacement Candidate within eight weeks of the date upon which it is notified of the impending departure of the original Candidate then Powwow shall

rebate the Recruitment Fee according to the sliding scale, shown below.

- 4.3 The rebate is 100% in the event the Candidate leaving Employment in weeks 1-4, 50% in weeks 5-6 and 25% in weeks 7 and 8.
- 4.4 The guarantee and/or rebate are subject to the following conditions. The Recruitment Fee must have been received within 7 days of the Commencement Date, not withstanding any agreed credit terms. The guarantee will not apply where the Candidate is made redundant or where the Client fills the role via other sources or ceases to require the role to be filled.
- 4.5 The rebate will be issued in the form of a credit note which can be deducted against subsequent Powwow placement invoices. The credit note is valid for a period of twelve months from the date on which the Employment of the Candidate ceased. No cash rebates are available.
- 4.6 The rebate will not be payable unless the Client notifies Powwow in writing and by telephone of the proposed departure of the Candidate as soon as practicable after the proposed departure of the Candidate becomes known to the Client and only if the Client then co-operates in good faith with Powwow so that it has a fair opportunity to find a replacement.

**5.0 General**

- 5.1 The Client agrees that all information supplied to the Client concerning any Candidate is to be kept private and confidential.
- 5.2 The Client agrees that the sole duty of Powwow is to attempt to find and identify and refer potential Candidates to the Client and that there is no other duty of care or contractual liability to the Client whatsoever.
- 5.3 The Client will notify Powwow in writing or by email as soon as practicable after any Candidate is offered Employment by the Client and again as soon as is practicable after the applicant accepts the offer and in any event will provide each notification on or before the Commencement Date. The notification will include full details of the offer made and the terms accepted and the anticipated Commencement Date including full details of the Candidate's salary and upon request a copy of all offer letters.
- 5.4 These terms and conditions supersede all previous agreements between the parties and are governed by and shall be construed in accordance with English Law and the Client agrees to submit to the exclusive jurisdiction of the English Courts.
- 5.5 Powwow is not responsible for the accuracy of the information contained on a Candidates curriculum vitae or any other document presented or information given, verbal or written, to the Client unless it knows that information to be untrue. Furthermore, Powwow does not provide advice on employment law or employment related or other issues. Any statement made by any employee of Powwow which could be considered advice is a statement of that person in his or her individual capacity and the Client should not rely on it and should seek its own legal and other advice pertaining to the employment or engagement of the Candidate
- !"# Powwow shall be under no liability for any loss or damage incurred by the Client arising from any act or omission of any Candidate in pursuing or breaching the duties of their Employment, or failing to Commence Employment on agreed date, or in leaving such employment thereafter, subject to the provisions of these terms and conditions. \$\$