

P O L I C Y M E M O R A N D U M

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DATE: 1ST June 2010

SUBJECT: EMPLOYMENT AGENCY TERMS & CONDITIONS OF ENGAGEMENT.

CC:

1. Overview

The purpose of this memo is to clarify terms of engagement with recruitment agencies, terms which UniTech reserves the right to amend, any such amendments rendering any prior versions obsolete.

With reference to any agency terms and conditions of engagement, these must be aligned with some core terms and conditions UniTech has a cross retained agency relationships for consistency of engagements.

These terms and conditions are NON NEGOTIABLE. They have already been accepted by existing Agency engagements and UniTech does not propose introducing the complexity of variable terms.

Subject to agreement on this engagement Policy UniTech would be prepared to review appropriate candidates you may have that fit any statement of job requirements that you may receive from UniTech.

2. Mandatory Terms & Conditions of Engagement

Include the following which will prevail over any others:

- a) Termination within our probationary period of 3 month's to be on a refundable fee sliding scale. A sliding scale over a 3 month period minimum, equating to the following percentage on fee:
 - Week 1 -4 = 80%
 - Week 4-8 = 60%
 - Week 8-10 = 40%
 - Week 10-12 = 20%

- b) Any exclusive replacement deadline not to exceed 2 weeks. We cannot have our recruitment constrained for longer, not to mention any lost time that would possibly have already been incurred in any such instance of an unacceptable candidate.

- d) Scale of Fees - A flat rate fee of 12% is consistent with our arrangements with other recruitment agencies based on the appointment Gross Annual Remuneration for a candidate.

- e) There is no minimum fee payable for a candidate.

- f) If after an offer of Engagement has been made to a Candidate by UniTech, and UniTech decides for any reason, other than unsuitable references, to withdraw it, UniTech shall not be liable for any Agency costs.

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- g) Payment of agency invoice 28 days after the candidate's commencement with UniTech, or receipt of invoice, whichever is later as long as the invoice is received within 14 days of the end of a calendar month, otherwise payment will be made in the last week of the month of receipt.
- h) It is the agencies responsibility to ensure invoice(s) are submitted and or received by UniTech no later than 3 months after the related candidates start date. In such event the invoices will not be payable.
- i) UniTech reserves the right to appoint multiple agencies..
- j) UniTech is not responsible for any costs incurred by the agency other than the fixed fee stated in d) above or contribution in
- k) The agency will not present **ANY** candidates who:
 - i. Have a criminal record.
 - ii. Are not resident in the UK.
 - iii. Are not UK citizens, holders of a UK passport.

3. General Points

UniTech expects agencies to provide the following integral services:

- a) CV's forwarded to UniTech are a correct reflection of what is being sought.
- b) Candidate's references are qualified.
- c) The skills stated by candidates are vetted confirming a correct reflection of their ability and experience, and certifications are qualified for authenticity with their source.

4. Acceptance

We (Agency), acknowledge receipt of this Policy and agree to these overriding Terms and Conditions."

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