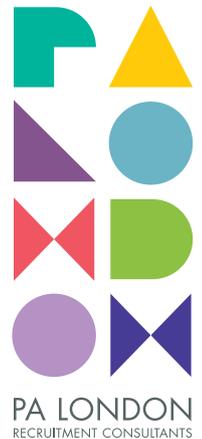


TERMS OF BUSINESS: SPECIALIST OFFICE STAFF RECRUITMENT

WITH EFFECT FROM 01 SEPTEMBER 2010



THE PA LONDON MISSION STATEMENT

"TO EXCEED OUR CUSTOMERS' EXPECTATIONS AND GAIN RECOGNITION AS ONE OF THE FOREMOST PROVIDERS OF QUALITY RECRUITMENT SERVICES."

To achieve this philosophy PA London provides two levels of service, both of which offer an unconditional guarantee facility for client satisfaction:-

THE PA LONDON PARTNERSHIP PROGRAMME

This unique PA London service is tailor-made for selected clients who wish to benefit from a higher value added recruitment facility. This added value is achieved by providing Partnership Programme clients with a raft of optional benefits and services, from which they choose what best suits their requirements. All the benefits of the Standard Service below are available, plus Guarantee Periods extended to 1 YEAR and a number of facilities available without charge (e.g. free Temporary to Permanent conversions). Each Partnership Programme is individually set up to meet the special requirements of each client. PA London generally prefer to have worked with the client on the Standard Service for at least three months before considering a Partnership Programme.

STANDARD SERVICE

A. PERMANENT STAFF RECRUITMENT

PA London recruits on a "success only" fee basis for permanent staff. Our specialist consultants take detailed job briefs and shortlist suitable candidates accordingly. This is achieved through a unique and highly developed selection process which closely matches the requirements of clients and candidates. Each candidate is fully interviewed, assessed and reference checked, where possible, prior to interview. Our unique PA London reference procedure is the most powerful referencing system available. Each shortlisted candidate is presented fully supported with Evaluation Notes which detail information fundamental to the selection decision and not contained within the CV. Prior to their interviews with our clients, PA London candidates are taken through a thorough pre-briefing to ensure they are fully prepared and in possession of all the relevant information supplied by the client regarding the organisation, the job and the package available.

INTRODUCTION FEES

The scales shown below are applied to the anticipated first year's remuneration (which is taken to include all emoluments and benefits which form part of Gross Taxable Pay). Where a car is provided, the remuneration figure is increased by 10% before applying the Introduction Fees below:

REMUNERATION	INTRODUCTION FEE (+ VAT)	GUARANTEE PERIOD (SEE BELOW)	
Up to £28,000	20%	100 days (14.3 weeks)	100% REFUND
£28,001 to £32,999	22.5 %	125 days (17.8 weeks)	100% REFUND
£33,000 +	25 %	150 days (21.4 weeks)	100% REFUND

UNCONDITIONAL GUARANTEE PERIODS

PLEASE NOTE THAT THE FOLLOWING GUARANTEES DO NOT APPLY WHERE A DISCOUNT HAS BEEN GIVEN OR WHERE CONVERSION HAS TAKEN PLACE FROM TEMPORARY TO PERMANENT STATUS

So long as the Introduction Fee is received in full by PA London within 14 days of the invoice date, the following Unconditional Guarantee is given to the client:

If the candidate's employment is terminated within the Guarantee Period stated above, and so long as PA London had been paid within 14 days, a 100% REFUND OF THE INTRODUCTION FEE WILL BE MADE

B. PROVISION OF TEMPORARY STAFF

Each Temporary Assignment is individually priced (which figure is advised to the client in advance) based on an hourly rate + VAT. Temporaries are supplied either selected by PA London or submitted on a short-list basis, if time permits and the client prefers it. All temporaries will have been thoroughly vetted by means of interviews, assessment and referencing before submission.

C. CONTRACT STAFF RECRUITMENT (IE STAFF RECRUITED TO WORK ON THE CLIENT'S PAYROLL, BUT ON A FIXED TERM CONTRACT).

There is a minimum contract period, for the purpose of the calculation of the introduction fee, of three months. On completion of the initial contract period, any further continuation gives rise to a further fee, based on the new contract period. The annualised salary for the contract is calculated and the introduction fees in section A. above are then applied, reduced pro rata for the number of months contracted as a proportion of a year. Thus, a contract at the rate of £32,000 pa to run for 7 months would be charged £4,200 ($£32,000 \times 22.5\% \times 7/12$) + VAT. The fee is to be received by PA London within 14 days of invoice date. In the event that this is not met, an additional invoice will be due to bring the charge up to the normal permanent introduction fee. No Guarantee periods apply to Contract Staff introductions.

PLEASE SEE DETAILED TERMS AND CONDITIONS OF BUSINESS OVERLEAF.

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF



1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

"APPLICANT"	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency's own staff.
"CLIENT"	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced.
"AGENCY"	means PA London Ltd, Central Court, 25 Southampton Buildings, London WC2A 1AL
"ENGAGEMENT"	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee.
"INTRODUCTION"	means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant.
"REMUNERATION"	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of 10% will be added to the salary in order to calculate the Agency's fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

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

2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. NOTIFICATION AND FEES

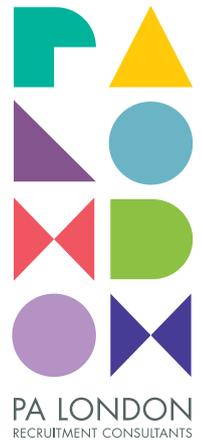
- 3.1. The Client agrees:
 - a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant; To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
 - b) To pay the Agency's fee within 14 days of the date of invoice.
- 3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement, when the Agency will render an invoice to the Client for its fees.
- 3.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of National Westminster Bank Plc from the due date until the date of payment.
- 3.4. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is outlined below:

The scales shown below are applied to the anticipated first year's remuneration (which is taken to include all emoluments and benefits which form part of Gross Taxable Pay). Where a car is provided, the remuneration figure is increased by 10% before applying the Introduction Fees below:-

REMUNERATION	INTRODUCTION FEE (+ VAT)	GUARANTEE PERIOD (SEE BELOW)	
Up to £28,000	20%	100 days (14.3 weeks)	100% REFUND
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PLEASE NOTE THAT THE UNCONDITIONAL FINANCIAL GUARANTEE DOES NOT APPLY WHERE A DISCOUNT HAS BEEN GIVEN OR CONVERSION HAS TAKEN PLACE FROM TEMPORARY TO PERMANENT.

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- 3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. There is a minimum contract period, for the purpose of calculating the introduction fee, of 3 months. No refund guarantee is applicable for short-term (less than 12 month) contracts. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of 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 or the first anniversary of its commencement, whichever is the sooner.
- 3.6 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

4. UNCONDITIONAL FINANCIAL GUARANTEE

- 4.1 In order to qualify for the following guarantee, the Client must pay the Agency's fee within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination. No financial guarantee is applicable for short term (less than 12 month) contracts or where a discount has been given.
- 4.2 If the Engagement terminates before the expiry of the Guarantee Period (except where the Applicant is made redundant) and the fee has been paid within 14 days, the Client will be eligible for a full refund. The rebate shall only apply to the first engagement effected by the Client in relation to the defined role for the initial Engagement.
- 4.3 In circumstances where clause 3.6 applies, the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

5. CANCELLATION FEE

- 5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 25% of the Remuneration.

6. INTRODUCTIONS

- 6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 6.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

- 6.4 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4

7. SUITABILITY AND REFERENCES

- 7.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant 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 is willing to work in the position which the Client seeks to fill.
- 7.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. 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 is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 7.3 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 7.4 The Agency 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 for the Applicant to work in the position which the Client seeks to fill.
- 7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. 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, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 7.6 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant 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 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 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 would be entitled to give and receive to terminate the employment with the Client.

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8. SPECIAL SITUATIONS

8.1 Where the Applicant 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 Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant 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 is suitable for the position. If the Agency 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.

9. LIABILITY

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

10. LAW

10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

SIGNED FOR AND ON BEHALF OF THE CLIENT

JOB TITLE

COMPANY NAME (PLEASE PRINT)

DATED



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