



ATOM Education Limited Standard Terms of Business.

For the introduction of Permanent or Contract Staff (A Term Or More) to be directly employed by the Client.

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

“Applicant”	means the person introduced by Atom Education Limited to the Client for an Engagement.
“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 ATOM Education Limited of Registered Address: 37 Tindal Road, Aylesbury, Buckinghamshire, HP20 1HT.
“Engagement”	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or contract basis.
“Introduction”	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to Atom Education Limited to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ 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, 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.

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 Atom Education Limited 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 Scott Orchard (Director) of ATOM Education Limited, 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 ATOM Education Limited 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 ATOM Education Limited immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify ATOM Education Limited immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to ATOM Education Limited; and
- c) To pay the Agency's fee within 30 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. At this time ATOM Education Limited will render an invoice to the Client for its fee(s).

The fee(s) shall be payable in the following instalments:

3.2.1 One Half of the fee(s) to be invoiced on the start date of the Appointed Candidate, payable within 30 days of invoice.

3.2.2 One Half of the fee(s) to be invoiced once the Appointed Candidate has successfully completed a three months probationary period, payable within 30 days of invoice.

3.2.4 Where the precise Remuneration is not known in advance, the Remuneration will be estimated for the purposes of the first instalment of the fee(s). The final instalment of the fee(s) will be based on the actual Remuneration and any necessary adjustments will be made.

3.3 ATOM Education Limited reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.4

The fee(s) payable to ATOM Education Limited by the Client for an Introduction Resulting in an Engagement is the amount equal to 13% of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee(s).

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 as follows:

- 1 Term = 5% + VAT
- 2 Terms = 10% + VAT
- 3 Terms = 13% + VAT

If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within six calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee(s) based on the additional Remuneration applicable for the period of Engagement.

- 3.6 If the Client subsequently engages or re-engages the Applicant within the period of six 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 becomes payable.

4. REFUNDS

- 4.1. In order to qualify for the following refund, the Client must pay the fee(s) for ATOM Education Limited within 30 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.
- 4.2. If the Engagement terminates before the expiry of 7 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded, less an Administration Charge of £800.00 + VAT.
- 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 Atom Education Limited an Administration Charge of £800.00 + VAT.

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 six months of the Introduction renders the Client liable to payment of fee(s) to Atom Education Limited 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 Atom Education Limited, whether direct or indirect, within six months from the date of the Atom Education Limited Introduction.
- 6.3. Where the amount of the actual Remuneration is not known ATOM Education Limited will charge a fee(s) 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 ATOM Education Limited by the Client and/or comparable positions in the market generally for such positions.

7. SUITABILITY AND REFERENCES

- 7.1. ATOM Education Limited 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 ATOM Education Limited shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Such information will be given in paper form or by electronic means.
- 7.3. ATOM Education Limited 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. ATOM Education Limited 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 ATOM Education Limited 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 ATOM Education Limited to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to ATOM Education Limited 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.

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, ATOM Education Limited 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 ATOM Education Limited 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 ATOM Education Limited 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 ATOM Education Limited seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of ATOM Education Limited to introduce any Applicant. For the avoidance of doubt, ATOM Education Limited 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

Name (Print)

Position (Print)

Client Name (Print)

Date