

The Terms and Conditions for placement of permanent staff

BETWEEN:

Atlantis Medical Limited of 88 Kingsway, Holborn, London WC2B 6AA (“Atlantis Medical Limited”)

And (“the Client”)

1. General:

- 1.1 Atlantis Medical Limited is in the business of providing Biomedical Science personnel for permanent placement with Clients in a variety of specialities.
- 1.2 The Client is responsible for checking Candidates’ references, qualifications, character, work permit/immigration status and overall suitability for the position offered. Atlantis Medical Limited’s service is limited to introducing the Candidate.
- 1.3 For the purpose of this Agreement a Candidate is deemed to have been introduced to the Client when the Client has been provided with the name of a Candidate seeking employment by Atlantis Medical Limited.

2. Placement terms:

- 2.1 The Client shall notify Atlantis Medical Limited immediately when a Candidate introduced by Atlantis Medical Limited has been appointed by the Client.
- 2.2 Any introduction is strictly confidential. If the breach of this clause by the Client results in the appointment of a Candidate by a third party, the Client shall pay the full fee to which Atlantis Medical Limited would have been entitled if the appointment had been made by the Client. For this purpose, third party includes any subsidiary company, associated company or any other company, firm or person with which the Client is connected.
- 2.3 Atlantis Medical Limited’s fees are calculated as a percentage of the anticipated first year’s total remuneration of a Candidate. This means the Candidate’s taxable gross remuneration excluding any guaranteed bonus or commission, car allowance and weighting allowance.
- 2.4 The fees of Atlantis Medical Limited are calculated as follows:-

| Annual remuneration | Percentage fee |
|----------------------|----------------|
| £0 to £24,999.99 | 20% |
| £25,000.00 and above | 22.5% |

The fees of Atlantis Medical Limited become payable immediately upon the appointment of a Candidate including any appointment as detailed in clause 2.5 and 2.6 below. VAT is payable on all fees at the prevailing rate.

Atlantis Medical Ltd. 88 Kingsway, Holborn, London WC2B 6AA
 T: 0845 500 2010 F: 0845 500 2011 E: contact@atlantismedical.co.uk
www.atlantismedical.co.uk

Registered Number 4941803 England VAT number: 831 6960 19



- 2.5 The Client will become liable for the fees of Atlantis Medical Limited as above if any Candidate introduced by Atlantis Medical Limited is appointed by the Client within 12 months of the introduction.
- 2.6 The Client shall notify Atlantis Medical Limited immediately upon the appointment of a Candidate and provide Atlantis Medical Limited with a copy of any offer of employment (including any revised offer) made by the Client to such Candidate.
- 2.7 Atlantis Medical Limited's invoice is payable within 28 days of its date of issue. If payment is not made within 28 days the Client will not qualify for any rebate of fees under clause 2.8 below.
- 2.8 Subject to Clause 2.9 below if the appointment of a candidate is terminated within 10 weeks of the commencement of her/his employment with the Client a rebate will be paid by Atlantis Medical Limited to the Client as follows:

| <u>Time of termination</u> | <u>Percentage refund</u> |
|--|--------------------------|
| Within first 4 weeks of commencement of employment | 100% |
| Within fifth week after commencement | 50% |
| Within sixth week after commencement | 40% |
| Within seventh week after commencement | 30% |
| Within eighth week after commencement | 20% |
| Within ninth week after commencement | 10% |

- 2.9 No rebate shall be payable in the event that:-
- The Client fails to notify Atlantis Medical Limited in writing within 14 days of the termination of the appointment with details of the reason for termination.
 - Atlantis Medical Limited's fee is not paid within 28 days of the date issue of its invoice.
 - Where the cause of termination is not the Candidate's qualifications, capability, conduct or redundancy.
3. Variations to contract:
These terms and conditions constitute the entire contract between Atlantis Medical Limited and the Client and can only be varied by written agreement between Atlantis Medical Limited and the Client.
4. Interest:
Atlantis Medical Limited will charge the Client interest on any unpaid invoice or part thereof remaining unpaid after 28 days from the date of the invoice at 4% above the base rate of NatWest Bank PLC from time to time in accordance with the provisions of the Late Payment of

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Commercial Debts (Interest) Act 1998 and any statutory modification or re-enactment thereof.

- 5. Deemed acceptance of terms:
The Client is deemed to have accepted these terms of business by agreeing to interview any Candidate introduced by Atlantis Medical Limited or by interviewing or engaging without any interview such Candidate.

Signed on behalf of the Client:.....

Print Name:.....

Position:.....

Date:.....

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