

Coben Medical Ltd

Permanent Recruitment TERMS AND CONDITIONS OF BUSINESS

These terms and conditions shall apply to all business undertaken by Coben Medical Ltd ("Coben Medical") in its capacity as an employment agency, for any person, firm or other form of business ("Client(s)") in respect of the recruitment of permanent members of staff including those on fixed or short term contracts and including Doctors that are registered with The General Medical Council in the UK and Nurses (which includes nurses in terms of the Nurses Agencies Regulations 2002 ("NAR"), midwives and health visitors registered with the Nursing and Midwifery Council) and Allied Health Professionals and domiciliary care permanent workers (which includes domiciliary care workers in terms of the Domiciliary Care Agencies Regulations 2002 ("DCAR")). By accepting a submitted curriculum vitae of any individual introduced or put forward by Coben Medical for employment (an "Applicant") and/or by granting any Applicant an interview (including telephone interviews) and/or by the engagement (which includes employment or use whether under a contract of service or for services) of any Applicant (the date of the earliest of these events being the Introduction Date), the Client shall be deemed to have accepted and agreed to be bound by these terms and conditions, which constitute the entire agreement between the parties, supersede any previous agreements and may not be modified or varied unless agreed in writing by Coben Medical.

1. The Client shall pay a fee ("Introduction Fee") which shall be invoiced on the day an Applicant commences employment with or otherwise works for or on behalf of the Client ("Commencement Date"). The Introduction Fee shall be calculated in accordance with Coben Medical's scale of fees prevailing from time to time ("Scale of Fees") plus Value Added Tax at the then prevailing rate.
2. In the event that any Applicant, who is rejected by the Client or who rejects an offer of employment from the Client, is subsequently employed by or otherwise works for or on behalf of the Client within twelve months of the Introduction Date, the Client shall pay the Introduction Fee to Coben Medical in accordance with clause 1 above. This clause shall apply in all circumstances including where, subsequent to the Introduction Date, the Applicant applies directly to the Client for employment or otherwise directly offers his or her services to the Client whether such application or offer is in response to a general advertisement or other form of recruitment media placed by the Client or on the Client's behalf or otherwise. Where an offer of engagement has been made to and accepted by an Applicant but which is then, for any reason, subsequently withdrawn by the Client prior to the Commencement Date then the Client shall be liable to pay the Introduction Fee.
3. In the event that the Client introduces an Applicant to another person, firm, business or company including any division, subsidiary, parent, holding or other associated company of the Client ("Third Party") resulting in the employment or other contractual arrangement of the Applicant with that Third Party within twelve months of the Introduction Date, then (save where the Client has already paid an Introduction Fee to Coben Medical in respect of the said Applicant) the Client shall pay to Coben Medical the Introduction Fee in accordance with clause 1 above as if the Client had engaged the Applicant on the same terms as the Third Party.
4. In the event that any of Coben Medical's own employees, workers or agency staff commence employment with the Client, then the Client shall pay the Introduction Fee in accordance with clause 1 above as if the relevant individual was an Applicant.

5. Fees shall be payable by the Client for a retained assignment as more fully described in the Scale of Fees section below ("Retained Assignment"), in accordance with the Scale of Fees. These fees shall be invoiced in three parts with a) the first part, the "Retainer", amounting to one third of the estimated total fee, to be invoiced on commencement of the Retained Assignment, b) the second part, the "Short-List", amounting to one third of the estimated total fee, to be invoiced on presentation of a short-list and c) the third part, the "Completion", being the balance of the fee, to be invoiced on the day that an Applicant commences employment with or otherwise works for or on behalf of the Client. In the event that a Retained Assignment is subsequently cancelled by the Client, or the Client, for any reason, alters materially (in the view of Coben Medical) the terms of reference submitted to Coben Medical then, in addition to the full amount of the fees payable in accordance with the Scale of Fees, the Client shall pay an additional fee of ten per cent of the Gross Annual Remuneration Package, plus all advertising costs and other expenses incurred by Coben Medical (such remuneration and advertising costs shall be agreed at the commencement of the Retained Assignment).

6. Coben Medical is able to provide an advertisement service to the Client, for which the block and production charges incurred by Coben Medical are payable by the Client in accordance with Coben Medical's rates for advertisement services (details of which are available on request). Prior to any advertisement being placed by Coben Medical, the Client agrees to provide Coben Medical with such information, in writing if requested, relevant to the proposed advertisement as may be requested by Coben Medical.

Cancellation of an advertisement shall be accepted by Coben Medical provided that the Client gives sufficient notice to Coben Medical to enable Coben Medical to cancel the advertisement before any charges are incurred by Coben Medical. Advertising fees plus Value Added Tax at the then prevailing rates shall be payable by the Client within seven days of the date of invoice and such fees shall be in accordance with Coben Medical's rates for advertisement services.

7. Unless otherwise agreed in writing, the Client shall reimburse Coben Medical with all traveling and out of pocket expenses incurred by Applicants attending an interview.

GUARANTEE

8.1 In the event that an Applicant terminates his/her employment with or otherwise ceases to work for or on behalf of the Client, or the Client terminates the employment of, or ceases any other work arrangement with, the Applicant ("Termination") within 12 weeks of the Commencement Date and provided:-

a) all monies due from the Client have been paid in accordance with these terms and conditions; and

b) that the Client notifies Coben Medical in writing of the Termination within seven days thereof; and

c) that the Client or any subsidiary or associated company of the Client does not re-engage the Applicant within twelve months from the date of the Termination; and

d) the Termination is not due to redundancy; THEN, and only then, Coben Medical shall refund the Client a proportion of the Introduction Fee as follows:-

Service up to 1 week - 90% refund
1 to 2 weeks service - 75% refund
3 to 4 weeks service - 50% refund
5 to 8 weeks service - 25% refund
9 to 12 weeks service -10% refund
Thereafter - no refund

A refund in accordance with the above table shall only be due where a) a replacement applicant cannot be found by Coben Medical within 12 weeks of formal notification of the Termination, or b) a replacement applicant has been found within 12 weeks of formal notification of the Termination in which case the refund shall be applied to the Introduction Fee due in respect of the replacement applicant and the Introduction Fee due in respect of the original Applicant shall remain payable in full. No refund shall be made in the event that the Client does not replace the Applicant. A refund in respect of fixed or short term contracts shall be subject to the above rules but be reduced to reflect the fixed or short term contract period relative to a full year.

8.2 For the avoidance of doubt, for a Retained Assignment, no refund will be applicable to the Retainer or Short-List elements of the Scale of Fees.

9. Whilst Coben Medical will endeavour to ensure that any information about the Applicant provided by it is accurate, no warranty is given in this respect and the Client should itself make any checks necessary to ensure the accuracy of the information provided. Subject to Coben Medical's statutory obligations, the Client shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) and shall satisfy itself as to the suitability of any Applicant prior to the Commencement Date. The Client shall be responsible for arranging all medical examinations and investigations and for verifying current driving or other licences of the Applicant and for obtaining any work and other permits.

10. Prior to an Applicant attending an interview with the Client, the Client agrees to provide Coben Medical with such information, in writing if requested, relating to the proposed position as may be requested by Coben Medical.

11. Coben Medical shall endeavour to ensure the suitability of any Applicant introduced to the Client and to maintain a high standard of service and integrity, but Coben Medical makes no warranty, express or implied, as to the suitability of any Applicant introduced to the Client. On request by the Client, copies of any relevant qualifications and authorisations of the Applicant which are required by law or a professional body together with copies of references from two appropriate persons shall be made available. If such references are not obtainable in whole or in part then Coben Medical shall advise the Client of this and of the steps taken to try and obtain the references. Whilst Coben Medical will endeavour to ensure that any information about the Applicant provided by it is accurate, no warranty is given in this respect and the Client should itself make any checks necessary to ensure the accuracy of the information provided.

12. Coben Medical maintains a "statement of purpose" and a "service user's guide", prepared in accordance with the NAR and DCAR, copies of each being available on request for inspection by the Client or any person acting on behalf of the Client.

SCALE OF FEES

Coben Medical's service, reputation and regular advertising in specialist, local and national media ensures that a substantial and comprehensive register of candidates is maintained. A large number of these applicants have come to Coben Medical through personal recommendation and generally do not respond to advertisements. Applicants are interviewed and, at short notice, Coben Medical can present details of those who most accurately fit the Client's specification. Coben Medical provides a detailed curriculum vitae for each Applicant submitted, arranges interviews and maintains close contact with both the Client and Applicant throughout the recruitment process. No Introduction Fee is payable by the Client for this service unless an Applicant introduced by Coben Medical commences employment with or

otherwise works for or on behalf of the Client (subject to clauses 1, 2, 3 and 4 of the terms and conditions above).

All Introduction Fees are expressed as a percentage of the first year's gross annual remuneration package to include salary, bonuses, commission, overseas premiums, living/accommodation allowances, value of either any provided car at the rate of £2,500 per annum or any car allowance, and any other benefits or remuneration payable to the Applicant ("Gross Annual Remuneration Package"). Introduction Fees for Applicants for part time or reduced hours working shall first be calculated on a full time equivalent salary and the resultant Introduction Fee shall then be prorated to reflect the reduced hours. Where an Applicant is sought for a fixed or short term contract, i.e. for less than one year, then a premium of 33.3% shall be added to the standard Introduction Fee for each fixed or short term contract and also for any subsequent extensions thereof up to a period of one year. The resulting Introduction Fee shall then be reduced to reflect the contract period relative to a full year. Introductions in respect of the fixed or short term contracts for more than 1 year shall be charged according to the standard Introduction Fee set out herein.

RETAINED ASSIGNMENT

This service, as referred to in clause 5 above, is particularly suitable for senior, middle ranking or specialist appointments and generally involves combining an advertising campaign with a Register search. For a Retained Assignment, Coben Medical obtains detailed information about the Client's requirements and agrees an applicant specification. Coben Medical can then advise whether any advertising is necessary and combine this with a "Register Search" and networking facility as required. Coben Medical then analyses the response and ensures that prospective applicants are fully advised about the specific requirements of the Client. An appropriate interview report on short listed Applicants is then prepared. Coben Medical maintains close contact with the Client throughout the entire process, arranging meetings and providing feedback to ensure a successful completion of the Retained Assignment. The quality management program ensures a most cost effective and reliable recruitment process.

Due to the commitment made by the Client, by the payment of a Retainer, Coben Medical can provide a very high quality service, with a virtual guarantee of success, at a discount on the standard "Register Search" Introduction Fees.

Introduction Fees:

All Fees are subject to VAT at the prevailing rate.

20% - Based on the Gross Annual Remuneration Package

13. A copy of the complaints procedure which is in place under the NAR and DCAR shall be provided to the Client and, on request, to any person acting on behalf of the Client.

14. Copies of any report by Coben Medical in respect of any review of the service provided by Coben Medical are available on request for inspection by the Client and persons acting on behalf of the Client.

15. If, within three months of an Applicant commencing work for the Client, Coben Medical receives or obtains information which indicates that an Applicant is or may be unsuitable for the position with the Client, Coben Medical shall inform the Client accordingly. There is no other obligation on Coben Medical to inform the Client if Coben receives or supplies such information

16. Coben Medical shall not be liable for any losses, liabilities, damages, costs, claims, awards, demands or expenses suffered or incurred by the Client relating to the recruitment, employment or engagement of any Applicant by the Client, or the introduction of any Applicant by the Client to any Third Party, howsoever arising.

17. All monies due hereunder shall be payable by the Client within fourteen days of the date of invoice, except for advertising fees which shall be payable in accordance with clause 6. If any invoice is not paid by the relevant due date then all invoices shall immediately become due for payment as a debt irrespective of their individual due dates.

18. Coben Medical reserves the right to charge interest on all invoiced amounts outstanding after the due payment date at the rate of 8% per annum above the base rate.

19. Personal data (as defined in the Data Protection Act 1998 or an amendment or re-enactment thereof) in respect of unincorporated Clients or in respect of patients in the care of the Client which is obtained in the ordinary course of business shall be held and may be used by Coben Medical and/or its bankers or other health care agencies or medical professionals and the Client consents to the processing of such personal data. The Client confirms that it has obtained from relevant patients in its care consent from the patients to such holding and use of personal data. The Client undertakes that it shall comply with the Data Protection Act 1998 in respect of any personal data it may have relating to an Applicant.

20. The Client shall, on demand, fully and effectively indemnify Coben Medical against all losses, liabilities, damages, costs, claims, awards, demands and expenses relating to any breach by the Client of these terms and conditions.

21. If at any time any clause or provision or part thereof of these terms and conditions shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable then the validity, legality and enforceability of the remaining clauses and provisions or parts thereof shall continue in full force and effect.

22. These terms and conditions are governed by the law of and are subject to the exclusive jurisdiction of the Courts of either a) the country in the United Kingdom in which the Client has its registered office or b) the country in the United Kingdom where the Client, being an individual, has his/her private main address or c) in all other cases Scotland.