

The Client has identified a need for technical help and assistance in the performance and completion of work and wishes to utilise the services of a Candidate to be introduced and supplied by the Company.

These Terms of Business are between:-

1. Nova Design Limited of Watt House, Innovation Centre, Pensnett Trading Estate, Kingswinford, West Midlands, DY6 7YD (the company) and
2. The person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 and any customer of the client requiring the services of the company (the "Client").

Whereas

- a) These terms are deemed to cover the supply of services by Nova Design Limited and
- b) Where supplying candidates for employment by the Client Nova acts as an Employment Agency: where supplying candidates for temporary engagement by the Client Nova acts as an Employment Business: and
- c) The company operates in the Engineering sector of the Recruitment Industry.

1 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

Assignment means the period during which the Candidate is supplied to render services to the Client.

Candidate means the person introduced by the Company to the Client for an Engagement, including any officer or employee of the Limited Company where the individual supplied is a Limited Company Contractor.

Conduct Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Engagement means the engagement, employment or use of the Candidate directly by the Client or any third party or through any other company on a permanent or temporary basis, whether under a contract of service of services; an agency, license, franchise or partnership agreement; directly or through a limited company of which the Candidate is an officer or employee;

Introduction means (i) the Client's interview of a Candidate in person, by video link or by telephone, following submission by the Company of details of such person; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Candidate; and which leads to an Engagement of the Candidate within the timeframes set out in clause 11.

Limited Company Contractor means the Candidate who may or may not have Opted-Out of the Conduct Regulations, whose services are supplied by the Company to the Client through a Limited Company which is contracted by the Company under a Contract for Services.

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 Candidate for services rendered to or on behalf of the Client.

Schedule means a document outlining the principal terms governing an Assignment.

2 GENERAL

2.1 Unless the context requires otherwise, references to the singular include the plural and reference to the masculine include the feminine and vice versa.

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

2.3 These Terms of Business are deemed accepted by the Client by virtue of a request for details of or introduction to suitable Candidates by CV or in person.

2.4 In submitting a vacancy to the Company the Client agrees that the Company may advertise that vacancy with or without naming the Client as agreed at that time.

2.5 No variations or alteration of these Terms of Business shall be valid unless approved in writing by a Director of the Company.

2.6 These Terms contain the whole agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between the parties and in particular shall supersede any terms set out in any purchase order other communication issued by the Client to the Company.

2.7 Upon the Client's request but at the Company's sole discretion the Company may agree to vary these Terms, specifically but not limited to fees, payment terms and rebate terms. The Client acknowledges that any such variations are strictly subject to the Client's close adherence to agreed payment

terms and agrees that upon the Client's failure to pay within the agreed timescale for payment the Company is entitled to dis-apply all variations and revert to standard Terms of Business.

3 CLIENTS OBLIGATIONS

3.1 The Client agrees to provide the Company with details regarding Health & Safety on Client's Site(s).

3.2 The Client warrants that it shall advise the Company immediately upon requesting its services and certainly no later than upon confirming any offers of Engagement whether it will be likely that the Candidate will, in the performance of the services come in contact with persons under the age of eighteen (18) or any person who by reason of age, infirmity or who is otherwise in need of care or attention.

3.3 Although the Company will carry out ID checks pursuant to the Conduct Regulations, the client agrees to establish the Candidates eligibility to work in the UK prior to the Candidates commencement of services in accordance with requirements set out in the Immigration, Asylum & Nationality Act 2006 and any subsequent amendments thereof.

3.4 The Client shall satisfy itself as to the suitability of the Candidate and shall be responsible for obtaining work permits and other permits if required, for the arrangement of medical examinations and / or investigations into the medical history of any Candidate and satisfying any medical and other requirements or qualifications required by law of the country in which the Candidate is engaged to work.

3.5 The Client shall ensure that the Candidate is accorded sufficient access to any of the Client's premises, information, data or personnel and use of any equipment, which is reasonably necessary for the completion of the Engagement. During the Engagement, the Client will provide a suitable place of work and such materials in a good condition and sufficient for the purpose for which they are required and the Client should ensure that the Candidate abides by the rules and regulations of the Client's site.

4 LIABILITY

4.1 The Company 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 Company seeking a Candidate for the Client or from the introduction to or Engagement of any Candidate by the client or from the failure of the Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

5 LAW

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

CONCERNING THE INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

6 NOTIFICATION AND FEES

6.1 The Client agrees:

6.1.1 To notify the Company immediately of any offer of Employment which it makes to the Candidate.

6.1.2 To notify the Company immediately that its offer of Employment to the Candidate has been accepted and to provide details of the Remuneration.

6.1.3 To pay the Company's fee within 14 days from the invoice date.

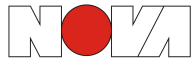
6.2 Except in the circumstances as set out in clauses 8.1 below, no fee is incurred by the Client until the Candidate commences the Engagement when the Company will render an invoice to the Client for its fees.

6.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 8% per annum above the base rate of Lloyds Bank from the due date until the date of payment.

6.4 The fee payable to the Company by the Client for the Introduction of a Candidate is based upon the remuneration, which the Candidate is entitled to earn during the first 12 months of his Engagement by the Client. Additionally, VAT at the current rate will be charged.

Scale of Fees

Gross Remuneration	% Charge
0 – 19,999	15
20,000 – 29,999	20
30,000 – 39,999	30
40,000	22.5



7 REBATES

7.1 In order to qualify for the following rebates, the Client must pay the Company's fee within 14 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.

7.2 If the Engagement terminates before the expiry of 8 weeks (except where the Candidate is made redundant) the fee will be rebated in accordance with the following rebate:

Rebate Scale

Period of Employment	% of Credit
Up to 4 weeks	75
Not exceeding 6 weeks	25
Not exceeding 8 weeks	10

8 CANCELLATION FEE

8.1 If after an offer of Engagement has been made to the Candidate the Client decides for any reason to withdraw such offer, the Client shall be liable to pay the Company a minimum fee of 75% of the introduction fees plus VAT.

CONCERNING INTRODUCTION FEES

9 INTRODUCTIONS

9.1 Introduction of Candidates is confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced within 12 months of the introduction or 6 months of the Engagement renders the Client liable to payment of the Company's fee as set out in Clause 6.4 without entitlement to any refund.

9.2 An introduction fee calculated in accordance with Clause 6.4 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 12 months from the date of Engagement, irrespective of whether the Candidate was previously known to the Client or not. A Candidate shall be considered to have been introduced to the Client exclusively by the Company, unless prior to the commencement of the Assignment the Client notified the Company that it was already in contact with the Candidate and is able to substantiate its assertion to the Company's reasonable satisfaction.

9.3 Where the amount of the actual Remuneration is not known the Company will charge a fee calculated in accordance with Clause 6.4 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with the regard to any information supplied to the Company by the Client and / or comparable positions in the market generally for such positions.

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

CONCERNING THE SUPPLY OF TEMPORARY STAFF SERVICES

10 NOTIFICATION AND FEES

10.1 The Client agrees to pay the Company's hourly charges as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Candidate times the hourly rate as may from time to time be agreed with the Client, and will be confirmed in the relevant Schedule. Alternatively the charges may be set at a daily rate. The charges are comprised mainly of the Candidate's remuneration (including, if applicable, Holiday Pay under the Working Time Regulations 1998) but also include the Company's fees, any statutory contributions applicable and travel, accommodation or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT is payable on the entirety of these charges. Charges are payable within 14 days from the date of a monthly submitted invoice, or within 30 days from the date of a weekly submitted invoice.

10.2 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 8% per annum above the base rate from time to time of Lloyds Bank from the due date until the date of payment.

10.3 The Company remunerates Candidates by reference to the timesheets completed by the Candidate. Accordingly each and every timesheet verified by an employee, officer or representative of the Client shall be conclusive evidence of the number of hours worked by the Candidate and shall the Candidate render conclusive evidence of the Client's satisfaction with the services.

10.4 For the avoidance of doubt, Candidates will not be employees of the Client and the Client should not treat them like employees.

11 INTRODUCTION FEES

11.1 This clause applies to the direct Engagement by the client of a Candidate introduced by the Company; the introduction by the Client of a Candidate to any third party resulting in the Engagement of the Candidate by that or any other third party and to the Candidate being supplied to the Client via another employment business in accordance with Regulation 10 of the Conduct Regulations.

11.2 In the circumstances described in clause 11.1 above, the Client may at its election either pay the Company an introduction fee in accordance with clause 11.3 below or commit to engage the Candidate as such for a further period in accordance with clause 11.4 below, except where the Candidate is an Opted-Out Limited Company Contractor, for whom timescales as per clause 9.2 and an introduction fee as per Clause 11.3 shall apply. Where following written notice by the Company the Client fails to make such election within 7 days following service of the said notice, the right of such election shall pass irrevocably to the Company who may elect by written notice.

11.3 The introduction fee will be calculated in accordance with the Company's scale of fees for permanent engagements as per clause 6.4 above. Where the Client fails to inform the Company of the remuneration, the introduction fee will be calculated by multiplying the last known hourly charge rate of the Company for the Candidate's services by 200. No rebate of the introduction fee will be paid in the event of subsequent termination of the engagement. VAT is payable in addition to any fee due.

11.4 Alternatively, the introduction fee shall not apply if the client gives written notice to the company that it intends to continue the Engagement of the candidate, through the company on these terms for a further period of Thirteen weeks before the Clients employs the Candidate other than through the company. In this event the same terms shall apply as applied under the contract immediately before the notice.

12 SUITABILITY OF THE CANDIDATE AND LIABILITY OF THE COMPANY

12.1 The company endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate identity; that the Candidate has the experience, training, qualifications and any authorisation which the Clients considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill.

12.2 The Company does not test the Candidate's technical skills and it is for the Client to satisfy itself as to the Candidate's overall capability to fulfil the Engagement when interviewing the Candidate and / or during the first week of the commencement of the Engagement.

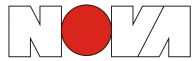
12.3 Whilst reasonable effort is made by the Company to ensure Candidates have the appropriate standards of skill, integrity and reliability, the Company is not liable for any loss, expense, damage, delay or disruption arising from the provision of a Candidate, the failure to provide or replace any Candidate for all or part of the Assignment, the negligence dishonesty, misconduct or lack of skill of the Candidate in the course of the Assignment. Nothing in this clause 12.1 shall exclude the Company's liability for death or personal injury arising from its own negligence.

12.4 The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the client seeks to fill.

12.5 The Company 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 Candidate for the Candidate to work in the position which the Clients seeks to fill.

12.6 Candidates are engaged by the Company under contracts for services and are not employees of the Company. With the exception of Limited Company Contractors they are under the reasonable supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment and any subsequent contract extensions. The Client agrees to be responsible for all acts, errors or omissions of the Candidate, whether wilful or negligent.

12.7 If the Client reasonably considers that the services of the Candidate are unsatisfactory, the Client may terminate the Assignment either by instructing the Candidate to leave the Assignment immediately, or by directing the Company to remove the Candidate.



12.8 The Client will comply in all respects with the Health and Safety at Work Act 1974, the Working Time Regulations, the Data Protection Act 1998 and all other by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of its own staff. Where the Candidate is supplied through or incorporated under a limited company, the Candidate will decide how best to perform the Assignment and will be responsible for all acts, errors or omissions during and after the Assignment.

12.9 The Company will accept no responsibility for information relating to the Candidate, which is outside its knowledge.

12.10 To enable the Company to comply with its obligations under these terms and conditions the Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the type of work that the candidate 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 Candidate 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 Candidate 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 Candidate would be entitled to give and receive to terminate the employment with the Client.

13 Confidentiality

13.1 Except as permitted by law, the Parties shall not disclose any Confidential Information relating to the other party without the other party's prior written consent.

13.2 Either party shall immediately notify the other party if it becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of the Agreement and shall provide such assistance as is reasonable to deal with such an event.

13.3 Confidential Information means any information relating to the business and affairs of both the Company and the Client and to the identity and business and affairs of either parties' customers and clients and potential customers and clients which comes to either parties' attention or possession and which both parties regard or could reasonably be expected to regard as confidential, whether or not any such tangible information is marked 'confidential'.

14 CORRUPT GIFTS AND PAYMENTS

14.1 Neither party shall offer or give or agree to give any person employed by or connected with the other party any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this agreement, of for showing or forbearing to show favour or disfavour to any person in relation to this Agreement.

15 ADDITIONAL SERVICES

15.1 From time to time the Company may inform the Client of other products and services offered by the Company, which may be of interest to the Client. The Client may opt out of such communications by sending an email to that effect to sales@nova-design.co.uk

16 COMPLAINTS

16.1 The Company is BS ISO9001:2008 registered and is obliged to inform its customers about its complaint procedures. Complaints should in first instance be promptly addressed to the Nova Design Consultant. In the event that a complaint cannot be settled with the Nova Design Consultant the Client should contact the Company's Quality Manager.

17 AGREEMENT TO TERMS

17.1 Unless otherwise agreed in writing by a Director of the Company, this agreement shall prevail over any other terms of business or purchase conditions put forward by the Client.

18 GENERAL

18.1 The forbearance or failure of the Company to enforce any of its rights or remedies to which it is entitled under these terms shall not be construed as a waiver of those rights or remedies and shall not restrict or prevent the Company enforcing or exercising those rights or remedies in any other instance at any time whether during or after the termination of the Agreement.

18.2 If any provision of these terms is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the

remaining of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

18.3 No rights shall accrue to any third party under the Agreement pursuant to The Contracts (Rights of Third Parties) Act 1999.

18.4 The Client shall observe the provisions of the Data Protection Act 1988.