

## **OVERSEAS TERMS OF BUSINESS**

**(for the supply of Permanent staff based outside of the United Kingdom)**

1. These are the Terms of Business between MBI Recruitment (hereinafter called “MBI”) and the Employer Client (hereinafter called the “Client”) and are considered to have been accepted by the Client once a suitable candidate has been “introduced” to the Client by way of an interview that has been arranged between the Client and candidate supplied by MBI, or after a verbal or written contract of employment has been agreed or signed between the Client and candidate supplied by MBI, or after the engagement of a candidate supplied by MBI.
2. The Client agrees:
  - a. to notify MBI immediately after a Contract of Employment has been agreed or signed between the Client and candidate, or after the engagement of a candidate supplied by MBI.
  - b. to pay the MBI's fee within 14 days of receipt of invoice. An invoice will not be sent until after the beginning of the Contract of Employment or engagement.
3. The fee payable to MBI by the Client for the introduction of the candidate is the amount equal to 17.5% of the basic salary that the candidate is entitled to earn during the first 12 months of his or her employment by the Client.
4. Charging VAT in addition to the fee will be dependent upon the country in which the candidate will be based.
5. Should the relevant employment terminate before the end of the first 13 week period, a rebate of 7.7% will be given against the fee for each completed week of the 13 week period not actually worked, provided that the Client has paid MBI's fee within 14 days of receipt of invoice. This rebate will not be given if the applicant has been made redundant by the Client. Should the Client or any subsidiary or associated company of the Client subsequently re-engage the candidate within a 12 calendar month period from the date of termination a full fee in accordance with Paragraph 3 and 4 will become payable.
6. All introductions are strictly confidential. Supplying information of a candidate originally introduced by MBI to another employer that results in an engagement will make the Client liable to payment of MBI's fee as set out in paragraph 3 and 4.
7. MBI endeavors to ensure the suitability of any candidate introduced to the Client. It is however the Client's responsibility to satisfy himself / herself as to the suitability of any candidate for the position that the candidate is being considered, or has been engaged for by way of interviewing, psychometric testing, reference checks and any other method deemed appropriate. It is also the Client's responsibility to obtain any necessary work or other related permits, and for the organisation of medical examinations and/or investigations into the medical history of any candidate, and to satisfy any medical and other requirements or qualifications required by law.
8. MBI shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from, or in any way connected with MBI's search for a candidate for the Client, or the introduction by MBI to the Client of any candidate, or the engagement of any candidate by the Client.
9. These terms form the Terms and Conditions of business between MBI and the Client. Any variation of these terms of business will only be accepted with the written agreement of an MBI Director.