

TERMS AND CONDITIONS FOR PROVISION OF PERMANENT AND CONTRACT EMPLOYMENT SERVICES

YourRecruit Group Ltd and YourRecruit Ltd

1. DEFINITIONS

1.1 In these terms and conditions (**Terms**), the following definitions apply:

Advert: an advert produced as a result of and in accordance with a confirmed Order

Agency: YourRecruit Group Ltd and YourRecruit Ltd of Head Office, Quadrant House, 65b Croydon Road, Caterham, Surrey, CR3 6PB.

Applicant: means the person introduced by the Agency to the Client for an Engagement.

Client: any person contracting for provision of any of the Services by the Agency together with any person connected with such Client.

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

Fees: the fees chargeable by the Agency in respect of the provision of the Services, as defined in Clause 5.1.

Introduction: means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant.

Job Boards: such generalist or specialist job advertising websites as the Agency in its reasonable discretion deems suitable through which to advertise the vacancy or vacancies specified in any Order.

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 Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £3,000 will be added to the salary in order to calculate the Agency's fee.

Service: the services to be provided by the Agency to the Client as set out for each Service Level in Schedule 1.

Service Level: each of YourChoice: Value and Classic as set out and defined in Schedule 1.

Website: the website of the Agency at www.yourrecruit.com or website at such other URL as the Agency may notify (by email, phone or in writing) to the Client from time to time or which is available to the Client to place Orders or contact the Client.

1.2 Unless the context requires otherwise:

- 1.2.1 reference to a schedule is reference to a schedule to these Terms
- 1.2.2 references to the singular include the plural;
- 1.2.3 'person' shall include any person or entity, whether or not having legal status, including an individual, partnership, unincorporated body, firm or corporate body;
- 1.2.4 reference to a person being 'connected' with another shall be interpreted in accordance with s839 Income and Corporation Taxes Act 1988.

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

2. CONTRACT

2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of the earliest of signature, electronic acceptance (through registration on the Website or by email) or the placing of any Order or accepting an Introduction to or the Engagement of an Applicant, in any case after the provision of these Terms to the Client.

2.2 The Services provided pursuant to the Service Levels YourChoice Value and YourChoice Classic are subject to the additional terms and conditions set out in Schedule 3 (in respect of Engagements of permanent or fixed term contract staff) and Schedule 4 (in respect of Engagements of temporary staff), which are deemed to be incorporated into these Terms.

2.3 The Terms shall apply to any Order and the provision of all Services. Save as otherwise provided in these Terms, no Order for Services may be terminated by either party once given except immediately upon written notice where the other party either:

- 2.3.1 commits a material or fundamental breach of any of the terms of this Agreement and such material breach is in the reasonable opinion of both parties incapable of remedy or persistently breaches any of its obligations under the Terms; or
- 2.3.2 becomes bankrupt or insolvent, has a winding up order made or passes a resolution for a voluntary winding up; makes a composition or arrangement with its creditors in respect of the composition of its debts or any scheme or arrangement or the appointment of an administrative receiver approved in accordance with the Insolvency Act 1986.

3. ORDERS AND SERVICES

3.1 An Order is placed by the Client either making a written or telephone request for the provision of Services or placing a request for the provision of Services on the Website. The Agency may refuse to accept any Order (or request payment in advance of any prospective fees), including if the Client owes any overdue fees to the Agency or if the Agency reasonably believes that the Client may be unable to pay any outstanding or prospective fees.

3.2 Subject in any event to the requirements of Clause 6.3, unless accepted in writing by the Agency to be valid an Order must:

- 3.2.1 confirmation of which Service Level is to apply to the Order;

- 3.2.2 specify in reasonable detail the nature of the vacancy or vacancies to which it relates, including any information which is required to be placed into any Advert;
 - 3.2.3 in the case of Orders for YourChoice Value and Classic, full information as to the nature of the vacancy or vacancies 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.
- 3.3 Upon submission of a valid Order the Agency will (subject to Clause 6) provide the Services relevant to the specified Service Level with reasonable skill and care.

4. ADVERTS

- 4.1 By registering and placing a vacant position, the Client is requesting that an Advert appears on the Website, on the Job Boards and in other media (as proposed by and agreed in writing with the Agency) in accordance with these Terms. This means that the Advert, including information provided in the Order, telephone number, contact details and the vacancy details can be viewed by anyone with Internet access throughout the world. The Client consents to the publication of the data in this way.
- 4.2 Nothing in these terms shall take effect as to give the Client any rights in relation to copyright, trademarks or other intellectual property rights in the Advert, the Website, Job Boards or other media where the Advert is placed.
- 4.3 The Client accepts that it is responsible for ensuring that it has the right to use any copyright or other intellectual property in any text, data, logo or other information provided to the Agency for the purpose of the Services including any Advert or Order (the **Advertising Data**). Accordingly:
 - 4.3.1 the Client hereby indemnifies the Agency in respect of any and all liability for the breach of any other intellectual property right that is caused by the Client's breach of this Clause; and
 - 4.3.2 the Client hereby grants to the Agency a fee-free licence in respect of the Advertising Data, with a right to sublicense and reproduce any Advertising (including in a modified form) as reasonably required for the provision of the Services and the placing of any Advert.
- 4.4 The Client has the right to cancel an Advert for any reason at any time. The Agency will use all reasonable endeavours to remove the Advert from the Website, Job Boards and other media as promptly as is practicable. The Client will still remain liable for full payment of the relevant Fees.

5. FEES

- 5.1 The Fees payable by the Client in respect of each Service Level will be invoiced to the Client and are payable by the Client and in the case of YourChoice Value or Classic any additional terms as to fees and payment set out in Schedule 3 and Schedule 4).

- 5.2 If any Fees are overdue then, without prejudice to any other right under these Terms or at law, the Agency reserves the right to cease provision of the Services, including without limitation withholding the responses to all current Adverts.
- 5.3 Fees may at the request of the Client and with the prior written consent of the Agency (such consent not to be unreasonably withheld) and will at any time at the request of the Agency be set off against any credit note or rebate agreed to be due from the Agency to the Client.
- 5.4 The Client acknowledges that the Agency may carry out a credit check on the Client and any connected persons.
- 5.5 The Agency may charge interest on Fees overdue for payment at a rate of 4% over the base rate of National Westminster Bank plc, together with all costs and expenses incurred in obtaining payment.
- 5.6 All Fees are exclusive of any applicable VAT which will be charged subject only to production by the Agency of a valid VAT invoice.
- 5.7 The Agency may from time to time agree a discounted or offer rate for some or all of the Services. The Client hereby acknowledges that such rates are discounted and are dependent upon payment of the invoice by the due date. If the invoice is not settled by such date then, without limiting any other rights of the Agency pursuant to this Agreement or at law, the Agency reserves the right to increase the relevant Fee or Fees to the full contractual rate set out in this Agreement and to submit a replacement or supplementary invoice in respect of the increased Fee.

6. LIABILITY

- 6.1 While every reasonable effort is made to ensure the suitability of Applicants, the Agency does not accept responsibility for any loss, expense, damage, or delay, however occasioned and (save as specifically set out in these Terms, or otherwise agreed in writing from time to time) the Client accepts responsibility for selecting, screening and interviewing Candidates, references, work permits or evidence of entitlement to work and to satisfy any medical requirements or professional qualifications as it requires. Additional information may be required where the terms of Schedule 3 or Schedule 4 apply.
- 6.2 The Agency's liability to the Client in relation to the provision of Services (whether in respect of breach of contract, negligence or otherwise) shall not exceed an amount equal to the Fees in respect of the Order to which the liability relates (or in the case of the YourChoice Value or Your Choice Classic Services, the specific vacancy to which it relates). In no event shall the Agency be liable for any special, indirect, consequential or purely economic loss whatsoever or any loss of profit regardless of whether such losses are foreseeable and whether or not caused by negligence arising out of or in connection with the use of the site. Nothing contained in these terms and conditions shall have effect as to limit The Agency liability for loss or damage arising out of personal injury or death or acts of fraud.
- 6.3 The Client accepts warrants and undertakes that all Adverts and all information provided to the Agency in respect of Adverts and vacancies must be legal, decent, honest and truthful and comply with the British Code of Advertising Standards Authority and must be accurate and not infringe the rights of any third party. The Agency relies on the information provided by the Client in the order to meet these requirements. It is not able to verify these issues with regard to any statements made by the Client and included in such an advert and accordingly the Client hereby indemnifies the Agency and hold the Agency harmless from all claims, costs and expenses (including legal expenses) resulting from the Client's breach of this Clause 6.3.

7. FORCE MAJEURE

The Agency shall not be liable to the Client in respect of failure to provide the Services or other matter that may constitute breach of these Terms arising by reason of force majeure, namely circumstances beyond our control which shall include, but shall not be limited to, unavailability of Job Boards or any third party media, acts of God, strikes, fire, flood, drought, explosion, sabotage, accident, embargo, telecommunications and utilities failure, riot, civil commotion, terrorism, acts of local government and parliamentary authority, breakdown of plant or machinery or software or death of royalty.

8. NOTICE AND INVOICES

8.1 A notice or invoice given under this Agreement by the Agency (an **Agency Notice**) shall be in writing shall be sent for the attention of the person, and to the address, given by the Client at the time of placing an Order and shall be sent by email or by fax; or delivered personally; or sent by pre-paid first-class post, recorded delivery or registered post.

8.2 An Agency Notice is deemed to have been received:

8.2.1 if delivered personally, at the time of delivery;

8.2.2 in the case of fax or email, at the time of transmission;

8.2.3 in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting;

provided that if deemed receipt under the previous paragraphs of this sub-clause is not within business hours (meaning 9.00-5.00 pm Monday to Friday on a day that is not a public holiday in England), receipt shall be deemed to have been received when business hours next start.

8.3 To prove service of an Agency Notice it is sufficient to prove that:

8.3.1 in the case of fax or email, a successful fax transmission sheet or email delivery receipt was obtained;

8.3.2 in the case of postal delivery, the envelope containing the notice was properly addressed and posted.

8.4 A notice given under this Agreement by the Client to the Agency shall be in writing and given by post or by hand to the principal trading address of the Agency set out on the Website from time to time (being at the date of this Agreement, the address set out above). The provisions of Clause 8 above relevant to service of notice by personal delivery or by post shall apply to the service of notice by the Client.

9. GENERAL

9.1 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms prevail over any other terms or purchase conditions proposed or circulated by the Client at any time.

9.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency 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.

9.3 Failure or neglect by the Agency to enforce at any time any of the provisions of these Terms shall not be construed nor shall be deemed to be a waiver of the Agency's rights under these Terms nor shall in any way affect the validity of the whole or any part of these Terms nor shall it prejudice the Agency's rights to take subsequent action.

- 9.4 In the event that any of the provisions of these conditions shall be determined by and competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.
- 9.5 The headings used herein are for ease of reference only and will not be used to construe or interpret the provisions of this Agreement.
- 9.6 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1: SERVICES

10. YOURCHOICE VALUE SERVICE

Provision of YourChoice Value Service and in addition those set out below.

- 10.1 All Services will co-ordinated by a nominated Recruitment Consultant, who may be permanently or temporarily replaced by the Agency on notice to the Client.
- 10.1.1 Provision of recruitment management services, being:
- 10.1.2 proposal of Applicants will be proposed from the Agency's database of Applicants;
- 10.1.3 full screening of Applicants (whether responding to an Advert or from an existing database) by the Agency by telephone interview,
- 10.1.4 if requested, obtaining up to two references and evidence of Applicant's eligibility to work in the United Kingdom;
- 10.1.5 making arrangements with the Applicant for Client interview, preparation of the Applicant for interview and co-ordinate and notification of the arrangements to the Client; and
- 10.1.6 preparation and sending of rejection notifications for unsuccessful Applicants.
- 10.1.7 Flat fee of *8.5% (minimum fee of £1000.00). *Must have sole agency agreed with the client for a period of 2 weeks after which time if a dual agency agreement is procured our fee will increase to 12% plus VAT for a successful placement.
- 10.1.8 This service can only be used for vacancies paying up £20,000 per annum. When calculating the annual salary any pay rise following a probationary period or bonus payment will be included in the calculation.

11. YOURCHOICE CLASSIC

Provision of all YourChoice services and in addition those set out below.

- 11.1.1 Provision of full recruitment service, being:
- 11.1.2 Client visit (if reasonably practicable) or if preferred telephone/email contact;

- 11.1.3 in addition to telephone interview for shortlisting, full in person interview utilising the Agency's proprietary competency based questions, with results made available upon request;
- 11.1.4 Upon request skills checked using proprietary testing software and in relation to specific software applications identified by the Client (subject to availability of such package or payment of reasonable additional cost by the Client) , with results made available upon request; and
- 11.1.5 assistance with negotiation of salary and benefits.

SCHEDULE 2: FEES

12. FEES AND VARIATION

- 12.1 The Fees in respect of the Services shall be as set out in this Schedule.
- 12.2 The Agency reserves the right to vary the Fees by written notice to the Client, which will take effect for any Orders not submitted at the date of service of the notice.

YourChoice Value

- 12.3 Fees based upon acceptance by the Client (or in certain circumstances set out in Schedule 3 and Schedule 4, a third party) of an Applicant for an Engagement.
- 12.4 Fees in respect of permanent and contract Engagements will be calculated in accordance with the table below and paragraph 1 of Part 1 of Schedule 3 (subject to a minimum of £1000.00 plus VAT). To qualify for this service, you will need to agree to sole agency for period of 2 weeks. After this period if another agency services are procured then a fee of 12% plus VAT will apply. Same rebate period and payment terms will increase to 30 days from the start date.

Annual Remuneration	Fee (percentage of Remuneration plus VAT)
All salaries	8½%

- 12.5 All Fees will be payable within 7 days of the invoice date.
- 12.6 Suitable for vacancies paying £20,000 and under per annum.
- 12.7 The Client hereby acknowledges that such rates are a discounted rate specific to YourChoice Value Services and are dependent upon payment of the invoice by the due date. If the invoice is not settled by such date then, without limiting any other rights of the Agency pursuant to this Agreement or at law, the Agency reserves the right to increase the percentage rate of the Fee to 12% of the annual Remuneration (plus VAT) and to submit a replacement or supplementary invoice (payable within 30 days) in respect of the increased Fee.
- 12.8 Fees may be eligible to a partial refund in the case of an Engagement being terminated within four weeks of the start of the Engagement on the terms of paragraph 2 of part 1 of Schedule 3. We do offer a free replacement candidate on a like for like basis within the first 4 weeks if the initial candidate proves to be unsuccessful.

YourChoice Classic*

***This service cannot be used in conjunction with any special offer or reduced rates unless specifically agreed. In the case of reduced fees, rebate, registration and skills checking may vary.**

12.9 Fees based upon acceptance by the Client (or in certain circumstances set out in Schedule 3 and Schedule 4, a third party) of an Applicant for an Engagement, on either the terms of Part 1 of Schedule 3 (contract and permanent Engagements) or Part 2 of Schedule 3 (temporary Engagements).

12.10 Fees in respect of permanent and contract Engagements will be calculated in accordance with the table below and paragraph 1 of Part 1 of Schedule 3 and Fees in respect of temporary Engagements will be calculated in accordance with the provisions of Part 2 of Schedule 3.

Annual Remuneration	Fee (percentage of Remuneration plus VAT)
Up to and including £15,000	15%
Over £15,000, up to and including £20,000	18%
Over £20,000, up to and including £25,000	20%
More than £25,000	22%

12.11 All Fees will be payable within 30 days of the invoice date unless we have agreed a reduced fee at which time a 7-day payment period will apply.

12.12 Fees may be eligible to a refund in the case of an Engagement being terminated within the first 10 weeks of the start of the Engagement on the terms of paragraph 2 of part 1 of Schedule 3. Discounted fees automatically have a reduced refund period of 6 weeks. If the invoice is not paid within the agreed payment period (this will either be 7 days for a discounted invoice or 30 days for full terms of business invoice), the refund period will be forfeited.

13. REFUND SCHEDULE

13.1 The following scale of refund only applies in the event that the Client complies with the provisions of paragraph 2 of Part 1 of Schedule 3.

13.2 Where the Applicant leaves during the first ten weeks of the Engagement made pursuant to the YourChoice Classic Recruitment Service, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in Part 1 of Schedule 3.

Week in which the Applicant leaves	% of introduction fee refunded
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%

10	10%
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13.3 Where discounted terms are agreed between the Agency and Client, a reduced payment term of 7 days will be applied. Rebate terms will automatically reduce to 6 weeks (sliding scale as below)

Week in which the Applicant leaves	% of introduction fee refunded
1	100%
2	80%
3	60%
4	40%
5	20%
6	10%

13.4 In the case of a contract placement being under 12 months, a pro-rata refund period will apply

13.5 There will be no refund where the Applicant leaves during or after:

13.5.1 The 5th week of the Engagement in the case of YourChoice Value; or

13.5.2 The 11th week of the Engagement in the case of YourChoice Classic; or

13.5.3 The 7th week of the engagement in the case of reduced rates on the YourChoice Classic service.

13.6 In the case of YourChoice Value the following rebate period applied.

13.7 Where the Applicant leaves during the first four weeks of the Engagement made pursuant to the YourChoice Value Recruitment Service, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in Part 1 of Schedule 3.

Week in which the Applicant leaves	% of introduction fee refunded
1	100%
2	75%
3	50%
4	25%

SCHEDULE 3: ADDITIONAL TERMS FOR YOURCHOICE VALUE AND CLASSIC

PART 1 - PERMANENT/CONTRACT TERMS OF BUSINESS

1. NOTIFICATION AND FEES

1.1 The Client agrees:

1.1.1 to notify the Agency immediately of any offer of an Engagement which it makes to the Applicant; and

1.1.2 to notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency;

- 1.2 Except in the circumstances set out in paragraph 3 below, no Fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its Fees.
- 1.3 The Fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Fee Structure set out in Schedule 2, calculated on the Remuneration applicable during the first 12 months of the Engagement.
- 1.4 In the event that the Engagement is for a fixed term of less than 12 months, the Fee will apply pro-rata to the fixed period. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further Fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.
- 1.5 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of an offer, a full Fee becomes payable.

2. REFUNDS

- 2.1 In order to qualify for a refund, the Client must pay the Agency's fee within the due date being 7 days of the date of invoice in the case of YourChoice Value and 30 days of the date of the invoice in the case of YourChoice Classic (unless a reduced fee was agreed than payment terms will be 7 days) and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.
- 2.2 If the Engagement terminates before the expiry of:
 - 2.2.1 in the case of Fees arising from YourChoice Value Services, 4 weeks; or
 - 2.2.2 in the case of Fees arising from any other Services, 10 weeks

From the commencement of the Engagement (except where the Applicant is made redundant) the Fee will be refunded in accordance with the Scale of Refund set out in Schedule 3 above.
- 2.3 In circumstances where paragraph 1.5 applies the full Fee stated is payable and there shall be no entitlement to a refund.

3. CANCELLATION FEE

If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, in the case of YourChoice Value and YourChoice Classic the Client shall be liable to pay the Agency a minimum fee of £500.00.

4. INTRODUCTIONS

- 4.1 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 6 months of the Introduction renders the Client liable to payment of the full Agency's Fee as if the Engagement had been with the Client and with no entitlement to any refund.

- 4.2 A Fee will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 4.3 Where the amount of the actual Remuneration is not known, the Agency will charge a Fee on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

5. SUITABILITY AND REFERENCES

- 5.1 The Agency 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.
- 5.2 In addition to any information required pursuant to any other provision of these Terms, at the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in paragraph 5.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous 5 business days and such information has already been given to the Client.
- 5.3 The Agency 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.
- 5.4 The Agency 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.

6. SPECIAL SITUATIONS

- 6.1 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, the Agency 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 the Agency 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.