

Terms and Conditions of Business for the Introduction of Permanent Staff

1 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Applicant” means the person introduced by the Agency to the Client for an Engagement including any members of the Agency’s own staff

“Client” means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Applicant is introduced

“Agency” means Rise Recruitment, trading as Rise Recruitment Ltd, 12a Chequer Street, St Albans, Herts. AL1 3XZ

“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 he is an officer or employee

“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 other information which identifies the Applicant; and which leads to an Engagement of that Applicant by the Client

“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 £4,000 will be added to the salary in order to calculate the Agency’s fee

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

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

2 THE 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 an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2 Unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless approved in writing by a director of the Agency.

3 NOTIFICATION AND FEES

3.1 The Client agrees:

- To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
- 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; and
- To pay the Agency’s fee within 30 days of the date of invoice.

3.2 Except in the circumstances set out in clause 5.1 below, the Client incurs no fee until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 4% per annum above the base rate from time to time of Lloyds TSB Plc from the due date until the date of actual payment.

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

REMUNERATION	FEE
Up to £25,000	18%
£25,001 - £35,000	22.5%
£35,001 - £49,999	25%
£50,000 +	27.5%

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of the 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.

4 REFUNDS

4.1 In the event of an applicant leaving the Client’s employment within 12 weeks of commencement for any reason other than redundancy, liquidation, bankruptcy, dissolution or amalgamation provided that the Agent is notified in writing within 7 days of termination of employment and provided that the Client has paid the Agent’s fee within 30 days of the date of the invoice, the

Agent shall endeavour to seek one replacement at no extra cost to the Client. If the Agent is unable to find a replacement, the Client shall receive a credit against the fee paid, which shall be calculated as a proportion of the introduction fee as follows:

- a) Up to 8 weeks' service 50% refund
- b) 9 to 12 weeks' service 25% refund

4.2 Should the Client or any subsidiary or associated Agency of the Client subsequently engage or re-engage the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to the refund.

4.3 In the event that the Engagement is for a fixed term of less than 12 months, the free direct replacement as outlined in clause 4.1 will only apply for a term of 8 weeks from commencement of the assignment irrespective of remuneration offered. If the Agent is unable to find a replacement and payment conditions outlined in 4.1 have been satisfied the Client shall receive a credit against the fee paid which shall be calculated as a proportion of the introduction fee as follows:

- a) Up to 8 weeks' service 50% refund

5. INTRODUCTIONS

5.1 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 Agency's fee as set out in clause 3.4 with no entitlement to any refund.

5.2 An introduction fee calculated in accordance with clause 3.4 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.

5.3 Where the amount of the actual Remuneration charge is not known the Agency will charge a fee calculated in accordance with clause 3.4 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.

6 SUITABILITY AND REFERENCES

6.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

7 LIABILITY

7.1 The Agency shall not be liable to the Client under or in any connection with this Agreement for any indirect or consequential loss or damage or loss or damage to profit, revenue, savings, use, contract, goodwill or business, in each case howsoever caused, including without limitation by reason of misrepresentation (whether made prior to or in this Agreement), negligence, other tort, breach of contract or breach of statutory duty.

8 LAW

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

9 EQUAL OPPORTUNITIES/DISCRIMINATION INDEMNITY

9.1 The Agency expects that the Client will be fully aware of all current laws relating to sex, race and disability discrimination and working time and that it has given the appropriate training to all members of its own staff that may be involved in the search, selection and interview process.

9.2 The Client will indemnify the Agency against any and all claims, demands, liabilities, damages, costs and expenses incurred in action taken against the Agency in respect of discrimination, unfair dismissal or other legal matters arising from any action taken and/or comments made by any member of staff employed by the Client.

9.3 The Agency is an Equal Opportunities Employer.

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