



TERMS AND CONDITIONS OF BUSINESS PERMANENT EMPLOYMENT

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Applicant”

means the person introduced by the Company to the Client for an Engagement including any members of the Company’s own staff;

“Client”

means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Applicant is introduced;

“Company”

means Professional Recruitment Ltd, Cedar House, Hazell Drive, Newport. NP10 8FY

“Engagement”

means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement;

“Introduction”

means: the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or 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 Worker by the Client;

“Remuneration”

includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car, including any cash or other alternative to a company car payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the employer, a notional amount of £5,000 will be deemed the cash alternative for the purposes of determining the remuneration of the application. For cash alternatives to taxable benefits such as company cars, the cash value of the benefit will be taken for the purposes of determining remuneration.

1.2 References to the singular include the plural and references to the masculine include the feminine and vice versa where the context requires it.

1.3 The Headings contained in these Terms are for convenience only and do not affect their interpretation

2. THE CONTRACT

2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant

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

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

3. NOTIFICATION OF FEES

3.1 The Client agrees:

- (a) to notify the Company immediately of any offer to an Engagement which is made to the Applicant;
- (b) to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and
- (c) to pay the Company’s fee within 14 days of the date of invoice

3.2 On File Search or Contingency Assignments:

- (a) No fee is incurred by the Client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.
- (b) On a Retained Assignment, fees will be payable as follows: a retainer fee due immediately upon acceptance of the assignment by the Client and The Company and not returnable under any circumstances; a short list fee payable upon the presentation to the Client of a minimum of 3 candidates



who meet the agreed specification and not returnable under any circumstances; a completion fee payable on the day an applicant commences employment with the Client.

- 3.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 10 days at the rate of 2% per annum above the base rate from time to time of National Westminster Bank from the due date until the date of actual payment.
- 3.4 The fee payable to the Company by the Client for an Introduction resulting in an Engagement is the amount equal to:

SCALE OF FEES

File Search and Contingency Search

Based on 20% of the successful candidate's first years remuneration for packages up to £34,999.

Based on 25% of the successful candidate's first years remuneration for packages above £35,000.

Value Added Tax:

Where applicable VAT will be charged at the current rate

- 3.5 Where an assignment is accepted by the Client and The Company on a retained basis and the Client subsequently cancels the assignment the retainer and short list fee together with any advertising and other agreed costs will become payable immediately.
- 3.6 If the Company supplies an advertising service to the client this will be deemed to be on a retained basis for all assignments. The client will pay all costs including space and artwork costs incurred by the Company. An advertisement may only be cancelled where sufficient notice is given to enable the Company to withdraw the advert at no cost.

4. REFUND GUARANTEES

- 4.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within 10 days of the date of the invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination
- 4.2 Should the employment of any applicant terminate (whether by expiry of notice or otherwise) within 13 weeks of the date of commencement of employment by the applicant. The Company shall endeavor to find a replacement at no extra cost to the Client except for agreed advertisement costs and provided:
- The termination is justified or the employee leaves of his/her own volition and not due to redundancy; and
 - The Client notifies The Company in writing of the termination within seven days of such termination; and
 - The Client or its subsidiary or associated company shall not employ the applicant within twelve months from the date of such termination; and
 - All monies due from the Client have been paid in accordance with these terms and conditions
 - The replacement is requested in writing no later than 3 months after the termination of the original Applicant.

If Professional Recruitment Ltd is unable to find a replacement it shall refund the following proportions of the fee:

- Up to 4 weeks service 75% refund
- 5 to 8 weeks service 50% refund
- 9 to 13 weeks service 25% refund
- After 13 weeks service no refund can be given

- 4.3 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of 10% of the annual Remuneration.



5. INTRODUCTION

- 5.1 Introductions are confidential. The passing on of an introduction to another employer, person, firm or corporation which results in an engagement within 12 months renders the Client liable to payment of The Company's fees as set out.
- 5.2 An introduction fee calculated in accordance with The Company's scale of fees will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through The Company, even though the introduction may be made indirectly. The term applicant refers to the person introduced by The Company to the Client, including any member of The Company's own staff.
- 5.3 In the event that any Applicant is rejected by the Client or the Applicant rejects an offer of engagement, if the Applicant is subsequently engaged by the Client within twelve months of the date on which the Client first receives the Applicant's CV the Client shall pay the Introduction fee to The Company in accordance with the Scale of Fees
- 5.4 In the event of any Applicant being initially engaged on a temporary or interim basis and subsequently being offered a permanent position, a full introduction fee will be payable.

6. SUITABILITY

- 6.1 The Company endeavors 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 shall take up any references provided by the Applicant and/or the Company 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 the which the Applicant is engaged to work.

7. LIABILITY

- 7.1 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 an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

9. THIRD PARTY RIGHTS

These Terms shall not be construed as conferring any rights for any third party (that is, any party other than the Employment Business and the Client) and the application of the Contracts (Rights of Third Parties) Act 1999 to these Terms is hereby excluded