

## TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF

### 1. DEFINITIONS

In these terms of business the following definitions apply:

- 1.1 **"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 company's Act 1985 to whom the Applicant is introduced, or whose representative request services from the Employment Business;  
**"Company"** County Personnel Recruitment Consultants Limited trading as countyrecruit.com; 53 The Parade, Bourne End, Buckinghamshire SL8 5SB  
**"Engagement"** means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, (for a definite or indefinite period), whether under a contract of service or for services; under a agency, licence, franchise or partnership agreement; or and other engagement;  
**"Introduction"** means: the Clients interview of an Applicant, in person or by the telephone, whether following the Clients instruction to the company's search for an Applicant or not; or the passing to the Client of a Curriculum Vitae or other information which identified the Applicant, or knowledge of the Applicant through previous supply by the Company of the Applicant to the Client, or otherwise make known to or aware of; all or any of which leads to an Engagement of the Applicant by the Client;  
**"Remuneration"** includes basic 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, applicable, non-taxable) emoluments 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 Client a notional amount of £4,000 will be added to the salary in order to calculate the Company's fee.
- 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 a request for an introduction to: an interview with, or the Engagement of an Applicant.
- 2.2 These terms contain the entire agreement between the parties and 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 the Terms of Business shall be valid unless the details of such variation are agreed between the company 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.

### 3. NOTIFICATION

- 3.1 The Client agrees:
  - a) to notify the Company immediately of any offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and
  - b) to notify the Company immediately that's 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 the invoice.
- 3.2 The Company reserves the right to charge the interest on the invoiced amounts unpaid for more that 14 days at the rate of 4% per annum above the base rate as varied by National Westminster Bank Limited from the due date until the date of the actual payment.
- 3.3 Where the Client is a corporate body, our work is undertaken on the understanding that the directors and shareholders will indemnify the Company for all fees charged to the Client which for any reason are not paid by the Client under the terms hereof.
- 3.4 The fee payable to the Company by the Client for an introduction resulting in an Engagement is calculated in accordance with the accompanying Scale of Fees on the gross Remuneration which the Applicant is entitled to earn during the first 12 months of the Engagement. VAT will be charged in addition to the fee.
- 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 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.
- 3.6 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 the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

### 4. REFUNDS

- 4.1 In order to qualify for a rebate, as set out in the accompanying Scale of Rebates, the Client must pay the Company's fees 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.
- 4.2 If the Engagement terminates before the expiry date of 12 weeks from the commencement of the Engagement, the fee will be rebated in accordance with the accompanying Scale of refund
- 4.3 Should the Client, or any subsidiary or associated company of the Client, subsequently re-engage the Applicant within a period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with the cause 3.4 above becomes payable, with no entitlement to a rebate.

### 5. CANCELLATION FEE

- 5.1 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 Remuneration where the annual Remuneration is £20,000 or less and 15% of the Remuneration where the annual Remuneration is £20,001 or more.

## 6. INTRODUCTIONS

- 6.1 Introductions of Applicants are confidential. The disclosure by the Clients to a third party of any details regarding an Applicant introduced by the company which results in an Engagement with that third party within 6 months of the introduction renders the Client liable to the payment of the Company's fees as set out in clause 3.4 with no entitlement to a rebate.
- 6.2 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 by or through the Company, whether direct or indirect, within 6 months from the date of the Company's introduction.
- 6.3 In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Company's service, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.4 with no entitlement to a rebate.
- 6.4 Where the amount of the actual Remuneration is not known the Company 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 Company by the Client and/or comparable positions in the market generally for such positions.

## 7. SUITABILITY

- 7.1 The Company 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.
- 7.2 The Company 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.
- 7.3 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 Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.4 The company endeavours to ensure the suitability of an Applicant introduced to the Client. Notwithstanding clauses 7.1, 7.2, and 7.3 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 permits and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfy any medical and other requirements or qualifications by law of the country in which the Applicant is engaged to work.
- 7.5 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, and 7.3 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, 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.

## 8. SPECIAL SITUATIONS

- 8.1 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.

## 9. LIABILITY

- 9.1 The Company shall not be liable under any circumstances for any loss, injury, damage, expense, claim, delay costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from in any way connected with; the company seeking an Applicant, the Engagement of an 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.

## 10. LAW

- 10.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the courts of England.

### Scale of Fees

<u>Salary</u>	<u>% Fee</u>
Up to £15,000	15.0%
£15,001 - £20,000	17.5%
£20,001 - £30,000	20.0%
£30,000 +	25.0%

### Scale of refund

The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business. (Refund refers to termination of employment by the employee within the following timescales, and does not refer to termination of employment by the Client.)

- Up to 4 working weeks = 100%  
Up to 8 working weeks = 50%  
Up to 10 working weeks = 20%  
Up to 12 working weeks = 10%

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