

RECRUITMENT TERMS OF BUSINESS

These terms of business shall apply to the provision of Services by the Agency to the Client.

In the event of conflict between these Terms of business and any other terms of business (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Agency in writing.

1. Definitions

In these Terms of Business the following definitions apply:

“Candidate”	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company and 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 2006 to whom the Candidate is supplied or introduced;
“Agency”	means Designated Recruitment, a trading name of The Executive Personal Assistant, an employment agency, with the registered address of 3 Roehampton Gate, London, SW15 5JR.
“Engagement”	means the engagement, employment or use of the Candidate 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 Candidate is an officer or employee
“Introduction”	means (i) The Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to the Agency to search for a Candidate; or (ii) The passing to the Client of a curriculum vitæ or information which identifies the Candidate; and which leads to an Engagement of that Candidate.
“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 Candidate for services rendered to or on behalf of the Client.

2. The Contract

These Terms of Business 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 a Candidate or the passing of any information about the Candidate to any third party following an Introduction.

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3. Notification and Fees

The Client agrees:

- a) To notify the Agency immediately of any offer of an Engagement which it makes to the Candidate
- b) To notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Agency; and
- c) To pay the Agency's fee within 7 days of the date of invoice.

The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated as a percentage of the Remuneration applicable during the first 12 months of the Engagement, plus VAT. Please refer to Schedule A of the Recruitment Client Terms & Conditions for details of our fees.

4. Replacement

If the engagement terminates before the expiry of 8 weeks from the commencement of the engagement (except where the Candidate has been made redundant) the Agency will replace the Candidate free of charge (subject to a change in fee if the replacement has a higher salary).

5. Introductions

Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 18 months of the Introduction renders the Client liable to payment of the Company's fee as set out in Schedule A with no entitlement to any refund. Introductions will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 18 months from the date of the Company's introduction. If the Candidate's remuneration cannot be ascertained, the fee shall be £5000.

6. Data Protection

The Client agrees to process any personal data supplied by the Agency about Candidate only in connection with an Assignment or potential Assignment and to comply with the provisions of the Data Protection Act 1998 in relation to the processing of such data. The Agency may collect, hold and process personal information about the Client for the purpose of carrying out its business of supplying Temporary Employees to the Client. The Agency may disclose such personal information to its financiers or third party agencies for the purpose of obtaining a credit check on the Client. The Client hereby consents, and shall obtain all necessary consents, to the Agency processing and disclosing such information for the purposes outlined above.

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7. Liability

Whilst every endeavour is made by Designated Recruitment to introduce satisfactory applicants to the client, it is the responsibility of the client to satisfy himself/herself of suitability, to take up references, arrange medical examinations and to obtain any necessary work permits or other permits prior to the engagement of the applicant. Designated Recruitment shall not be liable for any loss, damage or expenses in any way connected with its services.

8. Equal Opportunities

The Agency operates equal opportunities policies governing its dealings with all employees. Copies of those policies are available from the Agency's registered office on request.

9. Law

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

Schedule A – Fees and Refund

1. All Fees listed in this Schedule shall apply unless otherwise agreed between the parties.
 - 1.1 All agreed interview travelling expenses and all agreed advertising costs in relation to the assignment will be charged to the client as and when they accrue. Any cancellation charges in relation to such expenses will be met by the Client. All such expenses and costs are payable within 7 days of the date of the invoice.
 - 1.2 All Fees are subject to a **minimum fee** of £1,000.00 and VAT where applicable.

Remuneration	Introduction Fee (expressed as a percentage of Remuneration)
Based on value of salary in 1 st Year	20%

2. Scale of Refund

- 2.1 The following scale of refund only applies in the event that the Client complies with the provisions of sub-Clause 3. c) of these Terms of Business.
- 2.2 In order to qualify for the refund, the Client must pay the Agency's fee within 7 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

Period from Engagement to Termination	Percentage of Rebate on Fee Paid
Up to 8 weeks	50%
Over 8 weeks	Nil