

## **TERMS AND CONDITIONS**

### **Commercial**

### **Terms of business for the placement of permanent staff**

#### **Definitions**

1. In these terms and Conditions of business the following definitions apply:

##### **1.1 "Applicant"**

The person introduced by the Company to the client for the Engagement; including any members of the Company's own staff.

##### **1.2 "The Client"**

The person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Applicant is introduced.

##### **1.3 "Company"**

#### **iRecruit Partners Ltd**

14A 1 Gypsy Lane, Sindlesham, Berkshire, RG415DS

##### **1.4 "Engagement"**

The engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of services or for services, under an agency licence, franchise or partnership agreement, or any other engagement.

##### **1.5 "Introduction"**

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 the Applicant by the Client.

#### **Acceptance of terms**

2. By interviewing for employment or by employing in any matter an applicant introduced by iRecruit Partners the client is deemed to have agreed to and accepted the following terms.

#### **Fees**

3. The fee payable by the client to iRecruit Partners is for the introduction of an applicant which results in that applicant being engaged by the client either under a contract of service or a contract for services whether such an offer is made immediately or at any time within a six month period following the date of final interview or initial introduction, whichever is the latter. For the avoidance of doubt 'introduction' means the presentation of an applicant to the client by iRecruit Partners whether or not that applicant was known previously by the client.

#### **Fee Scale**

4. The fee payable will be calculated in the accordance with the scale below:

Salary Range	fee
£0-£9999	12.5%
£10000-£19999	15%
£20000-£29999	20%
£30000 plus	25%

4.1 Salary is deemed to be to include the annual basic salary or wage or retainer paid plus any allowances or other payment made which forms part of the taxable emoluments paid.

4.2 If a salary is to be paid for a period of less than six months then the fee payable will be calculated at the percentage applicable as though such a salary were payable 12 months and proportioned accordingly.

4.3 If the applicant is to work part-time the fee scale percentage is that of the annualised

salary pro rata to the time actually being worked.

4.4 Should it not be possible to determine the salary being paid, such will be calculated by multiplying the hourly charge out rate of a temporary worker of the same category by 250.

4.5 The client agrees to notify iRecruit Partners immediately of any offer of engagement, which it makes to the applicant.

4.6 The client agrees to notify iRecruit Partners immediately, in the event that it's offer of engagement has been accepted by the applicant, and provide details of the remuneration.

4.7 Should the client fail to notify or disclose to iRecruit Partners that an introduction has resulted in an engagement of an applicant then iRecruit Partners reserves the right to charge the client in accordance with the scale above.

4.8 Should the client engage any member of the permanent staff of iRecruit Partners, the client will be charged an introductory fee at the same rate as an applicant.

4.9 All introductions are confidential. If a client or employee or any representative of the client refers the applicant to a third party within six months of the introduction, iRecruit Partners reserve the right to invoice the client with the introductory fee as though the client had themselves engaged the applicant.

#### **Refund Scale**

5. In order to qualify for the following refund, the Client must pay iRecruit Partners fee within 30 days of the date of invoice and must notify iRecruit Partners in writing of the termination of the engagement within 7 days of its termination.

5.1 In the event that the Applicant fails to commence the engagement with the Client or the Client lawfully terminates the employment within 8 weeks of the date upon which the Applicant commenced work for the Client and provided that the Client notifies iRecruit Partners in writing of the termination of the engagement within 7 days thereof all fees due from the Client have been paid in accordance with these Terms and Condition of Business and the termination is not due to redundancy, then the Client shall receive a refund against the fee payable. The refund shall be calculated as a proportion of the Introduction fee as follows.

Period of Engagement	Percentage of Credit
Up to 2 weeks	100% or Free Replacement
Not exceeding 4 weeks	50% or Free Replacement
Not exceeding 6 weeks	40%
Not exceeding 8 weeks	20%

There will be no refund if the Applicant leaves during or after the 9<sup>th</sup> week of the engagement.

#### **Payment terms**

6. The invoice is due to be paid by the client within 30 days of the start date of the applicant or the invoice date whichever is the later. Late payment of an invoice will result in no rebate facility being offered.

This will be calculated from the due date of the invoice at a rate of 8% per annum.

#### **Skills and qualifications**

7. iRecruit Partners will endeavour to ensure that all applicants are suitable for the vacancy as described by the client. It does not, however, warrant the skill and the ability of the applicant. It is the responsibility of the client to ensure that references are taken up to satisfy themselves that the applicant has the necessary qualifications and skills to perform the duties required of the applicant by the client.

The client is also responsible for obtaining any work permit necessary for satisfying any medical requirement and for ensuring that all legal obligations connected to the vacancy are met.

#### **Liabilities**

8. iRecruit Partners accepts no liability of any kind for any loss or damage whatsoever or for any injury or the death of any persons arising directly or indirectly from the acts, errors or omissions of any applicant introduced by iRecruit Partners even if such an act or omission is, fraudulent or dishonest. Nothing herein shall have the effect of excluding or restricting liability for death or personal injury resulting from the negligence of iRecruit Partners

9. The English courts shall have sole jurisdiction in any dispute arising regarding the construction and application of these terms.  
December 2008