

TERMS AND CONDITIONS OF BUSINESS FOR OVERSEAS RESIDENTS

FEE STRUCTURE FOR OVERSEAS RESIDENTS EFFECTIVE 2016

We require a **£100.00** registration fee to be paid at the time of registration of a vacancy. This is redeemable from the final Permanent Placement Fees.

The minimum introduction fee for a Placement of a member of staff is **£240 + VAT**

A Temporary Placement is defined as a placement for any period less than three consecutive months. The introduction fee for a Temporary Placement is **£240 (which covers the first 2 weeks of employment or part thereof)** and then **£120 each week thereafter (or part thereof) + VAT**

A Permanent Placement is defined as a placement for any period of more than three consecutive months. The introduction fee for a Permanent Placement is **22% of the net annual salary + VAT**

1) INTRODUCTION

- a. All business undertaken between Staff of Distinction ("the Agency") and the employer ("the Client") is subject to these terms and conditions. In the event of any conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly agreed in writing to the contrary by the Agency Manager.
- b. An introduction is deemed to be made when the Agency notifies the Client of a candidate's name and / or provides the Client with the candidate's details.
- c. If a candidate introduced by the Agency accepts an offer of employment from the Client, an introduction fee shall be payable calculated in accordance with clause 2.
- d. The Client shall be deemed to have accepted these terms and conditions if inter alia, any of the following events occur:
 - i) The Client receives an introduction of a candidate from the Agency and/or contacts the candidate and/or interviews the candidate and/or thereafter engages the candidate.
 - ii) The Client introduces a candidate or passes on an introduction to another employer.

2) INTRODUCTION FEES

- a. The introduction fee payable will be dependant upon whether the placement of a candidate by the Agency is a Permanent or Temporary Placement, and shall be payable in accordance with the fee structure for overseas residents set out above.
- b. All introduction fees are subject to VAT.
- c. If a candidate introduced by the Agency is rejected (or rejects an offer of employment) by the Client, a full introduction fee will be payable if the candidate is subsequently employed by the Client within 3 years of the introduction.
- d. If a client employs a member of staff who has been introduced by Staff of Distinction but does not inform the Agency within 7 days, the fee payable will be subject to a 50% surcharge.
- e. If our invoice is not paid by 30 days of the invoice date, the Agency reserves the right to pass the invoice to a debt collector which will incur an additional fee of 10% of the total invoice which will be charged to the Client.

3) PAYMENT

- a. For both Permanent and Temporary Placements the introduction fee will be invoiced upon confirmation of the starting date of employment and the introduction fee is payable in full within seven working days, or prior to the candidates departure from the UK, whichever is sooner.
- b. The Agency reserves the right to charge interest on overdue invoices from the date of invoice until payment calculated at the monthly rate of 5% in the event of legal proceeding being commenced by the Agency to recover the fee. The rate of interest will be the then current rate pursuant to the County Court Act 1984 from the date on which proceedings are instigated. Clause 6 below will only be applicable if clause 3 (a) above has been adhered to.

4) CONFIDENTIALITY

- a. All information supplied by the Agency is confidential. If the Client passes on the details of a candidate to a third party who subsequently employs the candidate, then the Client will remain liable for the full introduction fee, and the replacement provisions in clause 6 will not apply.

5) TEMPORARY PLACEMENTS

- a. If a Temporary Placement becomes a Permanent Placement, the full permanent placement introduction fee will be payable. The replacement provisions in clause 6 below shall apply.
- b. Following cessation of a Temporary Placement, if the Client offers further employment, either permanent or temporary within 12 months of cessation of the first temporary placement, a further fee will be payable in accordance with clause c below. The replacement provisions in clause 6 will apply only if the Client offers a permanent placement.
- c. If a Temporary Placement is extended, the Agency will recalculate the amount due and issue a revised invoice so that the appropriate fee can be charged, the revised introduction fee will become due and payable within 7 working days of the date of invoice.

6) REPLACEMENT

- a. The Agency fees are non-refundable.
- b. If the employment of a candidate introduced by the Agency is terminated within twelve weeks from the date of commencement of employment, the Agency will provide one replacement candidate only (from a suitable selection) at no extra cost (unless the Client`s requirements, job description, or the nature of the experience sought have altered, or the salary and conditions offered are not at current market rates, in which case an additional payment may be required) provided that the following conditions have been satisfied:
 - i) The original introduction fee has paid in accordance with clause 3.
 - ii) The Agency is advised of the termination of employment of a candidate in writing within 14 days of termination.
 - iii) The working conditions of candidates are reasonable and as agreed prior to commencement.

7) REFERENCES AND SUITABILITY

- a. The Client will be responsible for taking up references and obtaining confirmation of qualifications and shall satisfy him or herself as to the actual suitability of any candidate introduced by the Agency for the specific position offered
- b. The Agency makes no warranty or guarantee, express or implied as to the suitability of any candidate introduced to the Client.
- c. The Agency shall not be liable to the Client for any loss, liability, damage, costs, claims or expenses suffered or incurred by the Client arising from or connected with the recruitment or engagement of any candidate by the Client howsoever arising.
- d. The Client will be responsible for the candidate`s remuneration.

8) CANCELLATION FEE

a. If prior to commencement of the employment of a candidate the Client cancels the employment, 25% of the introductory fee will be payable to the Agency as a cancellation fee. Payment will become due within seven working days from the date of invoice.

9) GENERAL

a. The Client is responsible for ensuring that all the relevant laws relating to the employment, taxation, national insurance and insurance of the candidate are fully complied with and the candidate is issued with all appropriate contractual or other documentation.

b. The Agency can advise the Client of suitable travel arrangements through recommended agents. The Client is requested to arrange booking and payment/refund of travel tickets and insurance etc. The Client is requested to accept reverse charge calls from prospective candidates calling long distance.

Signed on behalf of the Agency _____ Date _____

Printed name of consultant _____

Client's signature _____ Date _____

Printed name of Client _____

Address _____

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