

TERMS AND CONDITIONS OF BUSINESS FOR UK RESIDENTS

FEE STRUCTURE FOR UNITED KINGDOM RESIDENTS EFFECTIVE 2018

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 **8 weeks of the employee's net 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 UK 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 1 year 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 within 30 days of the invoice date, the Agency reserves the right to pass it 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 Permanent Placements the introduction fee will become due and payable within 7 working days from the candidates start date.
- b. For Temporary Placements the introduction fee will be invoiced upon confirmation of the starting date of the placement and the introduction fee must be paid in full prior to the commencement of the placement.
- c. 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

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

5) 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.

6) 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 Client by the client howsoever arising.
- d. The Client will be responsible for the candidate's remuneration.

7) 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.

8) GENERAL

- a. The Client undertakes to provide a contract of employment upon engagement, and is responsible for the candidate's Tax and National Insurance contribution, obtaining work permits and satisfying any medical requirements or qualifications as required by law.
- b. The Client is requested to reimburse all reasonable travelling expenses to the interview upon presentation of receipt, and 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 _____