



## **Alex Young Recruitment Limited – Terms of Business for Contingency Recruitment**

### **1. This Agreement**

- 1.1. These terms and conditions of business are entered into between Alex Young Recruitment Limited (“the Company”) and Client Name (“The Client”)
- 1.2. Even if this agreement has not been signed, then provided it has been supplied, the acceptance of details or the interviewing or engagement of an applicant provided by the Company (“Applicant”) shall constitute acceptance by the Client of these terms and conditions.
- 1.3. Unless the Client has specifically indicated otherwise in writing, the company shall assume that any employee or agent who requests that an introduction be arranged is authorised by the Client to do so. The Company cannot be held responsible if the Client fails to notify the Company that a formal ordering system is utilised.

### **2. Introductions**

- 2.1. Provision of an Applicant’s details by the Company via any media to the Client shall constitute an introduction unless the Client has already received the details from another source prior to the introduction. In this case, it is the responsibility of the Client to notify the Company within 24 hours that the details are already held otherwise the relevant fee shall become payable if engagement results.
- 2.2. Introductions of Applicants by the Company to the Client are confidential. Accordingly a breach of confidentiality or a transfer of an introduction by the Client to another employer which results in either a permanent or a temporary engagement of an Applicant by another person renders the Client liable to pay the Company a Placement fee.
- 2.3. The Client must immediately notify the Company of the engagement of an Applicant by the Client or any other person, firm or company, who is, or may reasonably be regarded as, associated with the Client (“Associate”) together with details of the salary agreed to be paid, whereupon a placement fee as set out in paragraph 3.1 hereof (“Placement Fee”) shall be payable in respect of such engagement.
- 2.4. If an Applicant is not immediately engaged by the Client or an Associate following an introduction by the Company but is engaged by the Client or an Associate in any capacity whether in the post for which the Applicant was originally introduced or otherwise within 12 months following such an introduction, a Placement Fee shall be payable in respect of such an engagement.
- 2.5. The Company makes every reasonable effort to ensure the suitability of an Applicant for the Client but the Client must satisfy itself as to such suitability. The Client is responsible for the taking up of references in respect of the Applicant’s qualifications, medical history, ability and suitability. It is also the responsibility of the client to obtain a work permit or any other permits where necessary. The Company gives no representation or warranty that any Applicant is or will be available to accept any engagement.
- 2.6. The Company shall not be liable under any circumstances for any loss, damage, cost or expense suffered or incurred by the Client arising in any way directly or indirectly from an introduction or engagement of an Applicant. The Client is strongly advised to obtain its own insurance against such matters. No warranties or representations, implied, statutory or otherwise, are given by the Company to the Client.

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### 3. Fees Payable

- 3.1. The Placement Fee payable by the Client in accordance with the provisions hereof on the engagement of an Applicant (other than under clause 3.6) shall be calculated at a percentage rate (plus VAT where applicable) of the total remuneration in the first year of employment payable by the Client to the Applicant as follows, subject to a minimum fee of £3,000 before VAT irrespective of total remuneration):

Total Remuneration	Fee
£1 - £35,000	15%
£35,001 - £49,999	17%
£50,000 and above	20%

- 3.2. The Placement Fee will be paid by the Client within 14 days of the engagement of an Applicant.
- 3.3. Total remuneration is defined as salary and any guaranteed bonus and/or guaranteed commission payments together with any additional salary, paid expense, sign-on bonus or any taxable benefits. The provision of a motor-car will be valued at the taxable benefit, car allowance, or £5,000 whichever is the greater. The Client undertakes to inform the Company in writing of the terms of employment and to provide such information that may be necessary to calculate fees payable. If for any reason the total remuneration in the first year of employment cannot be agreed the Company reserves the right to calculate its fees on its own projection of total remuneration.
- 3.4. Where the remuneration is in currencies other than the Pound Sterling , fees shall be payable in Euros using the exchange rate on the date of the written offer of employment to the Applicant or on the date of the written agreement of the Client to purchase Services from the Company.
- 3.5. If the actual remuneration in the first year of employment is materially different from the projected remuneration used in calculating the Placement Fee, the Company reserves the right to charge an additional fee based on the actual remuneration and the Client shall provide such information as the Company requires to calculate the additional fee.
- 3.6. If the Client agrees to use any of the Company's additional services, including but not limited to advertising, executive search and Internet services ("The Services") the fees for the Services shall be agreed between the Client and the Company in a separate Services proposal document.
- 3.7. Where an Applicant is employed through the Company on a temporary or contract basis the fee payable by the Client to the Company (subject to a minimum fee of £5,000 before VAT) shall be agreed in a separate document on the basis of proposed length of employment. If the employee continues to be employed beyond the agreed term the Company shall charge the Client on a pro rata basis.
- 3.8. Where an Applicant previously employed through the Company on a temporary or contract basis is offered a permanent position the Placement Fee as calculated under clause 3.1 shall be payable.
- 3.9. If an Applicant who is an employee of the Company enters employment with the Client, whether on a sub-contracting, permanent, temporary, self-employment or any other basis these Terms of business will apply. The Client will be liable to pay the Company its usual Placement Fee.



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### 4. Refunds

- 4.1. If the engagement of an Applicant is terminated by the Client or Applicant within a period of 10 weeks from the date of the Applicant's engagement by the Client, provided that the Client shall have paid all fees due to the Company on or by the due date and shall have notified the Company of the termination of the engagement of the Applicant within seven days thereof and the termination is not due to redundancy, constructive, wrongful or unfair dismissal or the liquidation, bankruptcy, dissolution, amalgamation or reorganisation of the Client, the Client shall be entitled to a replacement employee at no further cost. If the Company is unable to provide a suitable employee within 6 months, the Client shall be entitled to a refund of a proportion of the Placement Fee as follows:

Period from start to termination:

Up to 2 Weeks	80% refund
Up to 4 Weeks	60% refund
Up to 6 Weeks	40% refund
Up to 8 Weeks	20% refund
Up to 10 Weeks	10% refund

- 4.2. Any subsequent re-engagement of the Applicant by the Client or an Associate within 12 months from the date of such termination shall be treated as a new engagement and the Client shall pay a Placement Fee in respect thereof.

### 5. Late Payments

- 5.1. Interest payments shall be charged to the Client on any sums payable and overdue under this agreement or any document referred to herein at the rate of 4% above Bank of England rate from time to time and calculated on a daily basis from the due date until payment.
- 5.2. As mentioned on 4.1 refunds are not payable where the Client fails to pay all fees due to the Company on or by the due date.

### 6. Miscellaneous Legal

- 6.1. These Terms and Conditions exclude any other terms and conditions which the Client might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supercede and terms and conditions inconsistent with them or may be contained in any offer acceptance or counter offer made by the Client.
- 6.2. Variations to the Company's standard Terms of Business will only be valid if authorised in writing by a Director of the Company. Such variations in the text of this document are indicated in bold.
- 6.3. These Terms and Conditions shall be governed and construed in accordance with European law and the parties hereby submit to the non-exclusive jurisdiction of the European Courts.

Authorised By:

Accepted By (sign + print name):

Director of Alex Young Recruitment Limited

Authorised Representative of the Client

Date:

Date: