

## RECRUITMENT SERVICES

PROFESSIONAL

STAFFING SOLUTIONS

# TERMS AND CONDITIONS OF BUSINESS



**ADOLPHUS GROUP**

recruitment consultants

## ADOLPHUS GROUP | RECRUITMENT SERVICES

### TERMS & CONDITIONS OF BUSINESS

#### INTRODUCTION

- 1.1** These terms apply to all business undertaken between Adolphus Group ('Company') and the employer ('Client'). 'Client' shall include any business entity or person associated with the business of the client.
- 1.2** These Terms may not be varied unless expressly agreed in writing by a director of the Company
- 1.3** The client is deemed to have accepted these terms when it requests or obtains details of a prospective Candidate from the Company.
- 1.4** The Company contracts only and exclusively upon these terms, and upon no other terms upon which the Client might prefer to rely.
- 2. Engagement**
- The Client shall:
- 2.1** Immediately notify the Company upon making an offer to engage a Candidate; and
- 2.2** Pay to the Company a fee ('Fee') in respect of the engagement by the Client of a Candidate.

#### PERMANENT STAFF

(Clauses 3 to 4 and 5.4 below refer to the engagement of permanent Candidates).

##### 1. Fees

- 1.1** The fee is charged as a percentage of the value of the whole of the Candidate's gross annual remuneration package for his/her first year, calculated as follows:

**Annual Remuneration | Charge**

Up to £19,999	10%
£ 20,000 – 39,999	15%
£ 40,000 +	18%

- 1.2** The client shall pay the Fee, plus VAT at the applicable rate, within 30 days of the date of the Company's invoice.
- 1.3** Interest at a rate of 2,5 % per month (compounded) will be charged to clients on overdue accounts.

##### 2. Refunds

- 2.1** If, within 3 months of starting work for the client, a Candidate ceases to be engaged by the Client or any associated business of the Client, the Company shall refund to the client a percentage of the Fee calculated as follows, provided that the Client has paid the

- 2.2** Company's fee within 28 days of the date of engagement of the Candidate.

**Employment Terminated Within % of Fee refunded**

1 <sup>st</sup> Calendar Month - 90%
2 <sup>nd</sup> Calendar Month - 50%
3 <sup>rd</sup> Calendar Month - 25%

- 2.3** Any refund will be strictly conditional on the following:-
- 2.3.1** That the Company receive written notice from the Client of the fact of termination within 7 days of termination; and
- 2.3.2** That full payment of the Fee has been duly made strictly in accordance with Clause 3 above; and
- 2.3.3** that the Client agrees not to, and does not engage the Candidate within 12 months of the date of termination of employment, nor does any associated business; and
- 2.3.4** The deduction by the Company of any expenses incurred in the introduction.
- 2.4** If the termination is due to redundancy or liquidation, bankruptcy, dissolution or amalgamation of the Client, no refund will be made.

#### TEMPORARY STAFF

(This Clause refers to the engagement of temporary Candidates).

- 5.1** The Client agrees to pay the hourly charge as advised. This rate will be confirmed in writing. The rate will include any

tax and national insurance in respect of the Candidate, but be exclusive of VAT which will be charged in addition.

- 5.1.1** Travel expenses over £5 per day will be charged to the client on production of valid receipts or mileage @ 30p/mile.

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#### TEMPORARY STAFF

- 5.2** *The client agrees to verify and, if applicable, sign the Candidate's timesheet each week or on completion of the assignment, if less than one week. Signature of the timesheet by the Client constitutes acceptance of the hours worked and that the service has been satisfactory.*
- 5.3** *The Client will be invoiced on a weekly basis: Clauses 3.2 and 3.3 above apply in respect of payment and interest to temporary Candidates as if repeated here.*
- 5.4** *If, within 12 months of the introduction of a Candidate or during his/ her assignment, or within 12 months of its completion (whichever shall be later), he/she is engaged or made use of in any capacity, whether temporary or permanent, by the Client or any business associated with the business of the client, or is introduced by the Client to any other person, firm or company and the Candidate is engaged or used by that other person, firm or company, the Client will be liable to pay the company the Fee for permanent Candidates set out in Clause 3 above, but without any entitlement to any refund.*
- 5.5** *In the event of the Candidate's services proving unsatisfactory to the Client, the Company may at its absolute discretion reduce or cancel the charge for the time worked and/or replace the Candidate (subject to its and the Candidates entitlement to be paid in the usual way), provided that he/ she is instructed by the Client to leave the assignment immediately and the Client notifies the Company of its dissatisfaction within 8 hours of the Candidate having commenced his/her duties, and that notification of dissatisfaction is confirmed in writing to the Company within 24 hours.*
- 6.2** *The Candidate is under the supervision, direction and control of the Client when engaged and the Client is solely responsible for the Candidates welfare. The client will comply with all legal requirements, including but not limited to provision of adequate Employers' and Public Liability insurance cover and compliance with health and safety requirements, to which the Client is subject in respect of its own staff.*
- 6.3** *The Company is responsible for dealing with the administration of the Candidate's numeration and tax or national insurance that arises, as between itself and the Candidate.*
- 6.4** *The company shall endeavour to introduce suitable Candidates and ensure the suitability of a Candidate but make no representation or warranty, express or implied, as to introductions and / or suitability. The Client alone shall determine suitability. The company does not guarantee any particular performance.*
- 6.5** *The company 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 employment of any Candidate, however it arises.*
- 6.6** *Nothing shall construe the Company as agent or principal for or of the Client or Candidate, or the Company as employer of the Candidate.*
- 6.7** *In the event that any employee of the Company with whom the client has had personal dealings accepts an Engagement with the client, then the client shall be liable to pay an introduction fee of £1,500 to the Company.*

#### 6. General

##### 6.1 The Client shall be responsible for:

- 6.1.1** *Taking up any further references, but shall not seek its own references without prior consent having been obtained from the Company or the Candidate;*
- 6.1.2** *Confirming professional or academic qualifications;*
- 6.1.3** *Arranging all medical examinations;*
- 6.1.4** *Where necessary, confirming the Candidate eligibility to work;*

##### 6.8 These Terms shall be governed by English Law.

#### Acceptance of terms of business

**Name:** .....

**Company:** .....

**Position:** .....

**Date:** .....

**Signature:** .....