

## TERMS & CONDITIONS OF BUSINESS OF SOLUTIONS ENGINEERING RECRUITMENT LTD (SER LTD) FOR RECRUITMENT SERVICES

To:..... Contact:.....

From:..... Date Issued:.....

### Definitions

In these terms and conditions of business ("Terms") the following definitions apply:

**"The Company"** means Solutions Engineering Recruitment Ltd also known as SER Ltd

**"The Client"** means any party to a contract with the Company for the supply of the Companies services

**"The Services"** means the provision by The Company to the Client of details in respect of Candidate or Candidates for prospective employment or the hire of a Candidates services on a temporary or interim basis by the Client or a third part through the Client. Such details shall include but not be limited to the Candidate name and/or career history and/or any relevant personal contact information.

**"Agreement"** means the terms and conditions contained herein.

The word **"Person"** in these definitions and terms includes any person or persons or any body or association, corporation or firm.

**"Engagement"** means employment whether full or part-time temporary or permanent on a trial basis or not and either as an employee or otherwise by the client or by any third party due directly or indirectly to an introduction from the client for a period of 12 months from the date of the first introduction to the client.

**"Candidate"** shall means a person introduced to the client for prospective engagement.

**"Introduction"** means the presentation of a candidate by the company to the client for engagement whether or not the client knew of such candidate previously. The period of introduction shall be twelve months following the last date of contact between any of the parties.

**"Contract Worker"** means any person supplied to the client by the company to carry out services for the Client or any client of the client.

**"Remuneration"** means the basic gross remuneration which the candidate is entitled to earn during the first 12 months of engagement by the client or any subsidiary or associated company or an employer to whom the candidate has been introduced to by the client.

**"Period of Employment"** means all of the time up until the date indicated on the P45 for the candidate or contract worker including but not limited to any form of notice period.

### 1. General

- a. Unless previously accepted, the hire or use of a candidate or the interviewing of a candidate either face to face or via any other means including but not exclusive to communication via Telephone, Internet and/or Postal, by the client as an employee or potential employee shall be deemed acceptance of these terms whether or not the client has signed these terms.
- b. The due date for payment of the company's fees is within 30 days of the date of the invoice sent by the company to the client. The company reserves the right to charge interest at the rate of 5% above the base rate of Barclays Bank PLC for the time being calculated on a daily basis on all amounts overdue to the company. Should the client exceed the 30 day payment period this will make void all previously agreed concessions made to the client against fee reduction and rebate periods. All fees shall be subject to the addition of VAT at the prevailing rate.

- c.** Once the client has made contact with a candidate introduced via the company, the client agrees to carry out all further contact with the candidate via the company (SER Ltd). The client agrees not to pass on or supply any other recruitment agency or recruitment consultancy or recruitment consultant with the candidate's personal information or any associated documentation. Should the passing of said information come to be the correct knowledge of the company then the client agrees to pay the company a fee of 40% of the candidates expected basic remuneration or £15,000 whichever is the greatest regardless to the candidate in question being employed or not employed by the client. This fee will be due immediately and any termination or rebate clauses will be deemed not applicable to this invoice.
- d.** Should the services of a debt collection agency or a solicitor be used by the company in the process of collecting any overdue invoice then a fee of £500.00 will be charged to the client over and above any interest which may be payable.
- e.** These terms may not be varied without the written consent of a Director of the company.
- f.** Should any provision of these terms be void or voidable the existence of such provision shall not prejudice the enforceability of the remaining provisions hereof.
- g.** The Company shall not be liable for any loss, liability, damage, costs, claims or expenses incurred or suffered by the client arising from or connected to the recruitment or engagement of any candidate introduced by the company.
- h.** All information provided to the client by the company regarding candidates is done so in good faith. The company undertake to ensure that the information provided is as accurate as possible. However the company cannot accept liability for misinterpretation or omission of information whatsoever its nature. The client shall indemnify the company against all loss, claim and expense liabilities that the company may incur or suffer directly or indirectly whilst engaged in the services provided by the company or from any source that the claims may come from.
- i.** The company accepts no responsibility for the misuse of candidates' information held or used by the client that results in jeopardising the candidate employment status or rights either past, current or future.

## **2. The Introduction of Candidate**

- a.** The fee payable as set out in Clause 4 (a) by the client to the company is for the introduction of a candidate for employment which results in the engagement of the candidate by the client following the introduction or within 12 months thereafter and in whatever capacity the candidate is engaged by the client.
- b.** The client shall ensure the accuracy of any applicable specifications and job descriptions and shall give the company any necessary information relating to the services within a sufficient time to enable the company to perform the services.
- c.** The client agrees to notify the company immediately an offer of engagement is offered to the candidate. In the event the client fails to provide full details of the offer and this information is required to generate the related invoice then the fee will be calculated based on the information known and current market values for a similar position in a similar industry in a similar location.
- d.** Introductions are confidential. The passing on of an introduction either directly or indirectly to another employer which results in an engagement renders the client liable to payment of the company's fee as set out in Clause 4 (a).
- e.** The Client shall not take references on any candidate nor contact the candidate's current employer without receiving permission from either the company or the candidate.
- f.** Should the client make an offer of employment to a candidate introduced by the company in a 12 month period from the initial point of introduction and fails to inform the company within 14 days then a fee of 40% of the remuneration or £15,000 whichever is the greatest will be charged and the client will be liable to pay within 14 days and will forfeit any rights in regards to Credit Notes and Rebates associated with that introduction.
- g.** For the avoidance of doubt, the provisions of Clause 2.f. shall apply to any engagement of a Candidate referred to the client by the Company regardless of whether the Client has received details of the same Candidate from any other source before, during or after the referral.

### 3. No Representations or Warranties

- a. The company endeavours to ensure the suitability of any candidate introduced to the client. The client shall notwithstanding satisfy himself as to the suitability of the candidate and shall take up references and satisfy himself that the candidate has the necessary skills and qualifications to perform the tasks and duties required by the client. The client shall be responsible for obtaining work or other permits, for the arrangement of medical examinations and / or investigations into the medical history of any candidate and for ensuring the candidate satisfies any medical and other requirements or qualifications required by law.
- b. The company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the client arising from or in any way connected with the company seeking a candidate for the client or the introduction by the company to the client of any candidate, or the engagement of any candidate by the client.
- c. The company offers an introductory service only. The company will provide references on candidates wherever possible or on request of the client however it is the clients' responsibility to ensure the accuracy of these.

### 4. Fees

- a. The company's fee for the introduction of a candidate is an amount equal to the percentage of the remuneration of the candidate as set out below subject to a minimum charge of £1,500.00
 

<b>All Introductions</b>	<b>20% of Remuneration (annual basic salary)</b>
--------------------------	--
- b. In the event of the engagement of a Contract or Temporary worker where remuneration cannot be accurately established then the introduction fee will be calculated based on the potential annual earnings over the coming 12 month period based on the candidates' current hourly rate.

### 5. Termination & Rebates

- a. Should the engagement of the candidate terminate within 24 weeks of its commencement and provided that the client notifies the company in writing within 5 working days of such termination the company shall issue a rebate or credit note depending on the clients request in line with the following scale:
 

<b>Termination during</b>	<b>Rebate / Credit Note Level</b>
Week 1 to 4.....	100% of fee
Week 5 to 8.....	80% of fee
Week 9 to 10.....	50% of fee
Week 11 to 15.....	25% of fee
Week 16 to 24.....	15% of fee
Week 25 plus.....	No rebate or credit note
- b. Rebates and Credit Notes are not applicable if employment is terminated for economic or redundancy reasons. The issue of rebates and Credit Notes is subject to payment terms as laid out in section 1.b being complied with. Credit notes are valid for 12 months from date of issue.
- c. Credit notes and rebates cannot be claimed against any outstanding invoice from the company that is associated with a temporary or temporary to permanent assignment or candidate.

### 6. Force Majeure

- a. Every effort will be made by the company to carry out the assignment and shall not accept liability to the client or be deemed to be in breach of the agreement by reason of any delay in performing or any failure to perform, any of the company's recruitment obligations in relation to the services, if the delay or failure was due to any event of force majeure.
- b. The client agrees that should they be taken over, amalgamated or cease trading then any outstanding debts owed to the company under this agreement will be honoured by the clients' parent company or associated companies or liquidators.

**Signed in agreement by:** .....

**Of - Company Name:** ..... **Position held:** .....

**Printed Name:** ..... **Dated:** .....

*Version 3.0*