



**PERMANENT EMPLOYMENT –
TERMS AND CONDITIONS OF BUSINESS**

Introduction of Staff for Permanent Employment

1 Definitions

In this Contract the following terms shall have the following meanings:-

- 1.1 The "Recruitment Agency" means Ainsley Morgan Appointments Limited.
- 1.2 The "Applicant" means the person introduced by the Recruitment Agency to the Client for an Appointment.
- 1.3 The "Client" means the person, firm or corporate body to whom the Applicant is introduced and includes any associated subsidiary or related company.
- 1.4 The "Appointment" means the selection of the Applicant to perform services for and on behalf of the Client.
- 1.5 "Salary" includes without limitation all salary, payments, benefits in kind and other taxable emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. All sums are gross.
- 1.6 "Interest" means an additional charge of 8% above base rate.

2 References

The Recruitment Agency will act with reasonable care to ensure the reasonable standard of skills, integrity and reliability required from the Applicant but the Client should take such steps as it deems necessary to satisfy itself as to the suitability of the Applicant. This will involve taking up any references provided by the Applicant and/or the Recruitment Agency before engaging the Applicant. Also the Client will be responsible for arranging medical examinations or investigating into the medical history of the Applicant and obtaining work or other permits and satisfying any medical or health and safety legislation required by law.

3 Replacement Guarantee

- 3.1 Where the Client pays the Recruitment Agency's fees within the periods prescribed in the accompanying Replacement Guarantee and the Appointment terminates within six months and written notification of the termination is given within fourteen days of termination in respect of which periods time is of the essence the Client will be entitled to a replacement Applicant at no further cost.
- 3.2 If the original Applicant is thereafter re-engaged by the Client within the period of three months from the date of termination of the Appointment the Client will pay the Recruitment Agency's fees calculated in accordance with Clause 4 and will not be entitled to the Replacement Guarantee.

4 Time for payment of fees and notification

- 4.1 Where the Applicant is deemed suitable and accepted by the Client, the Client shall notify the Recruitment Agency immediately of this and provide them with the details of the proposed Salary of the Applicant.
- 4.2 Payment to be made of the Recruitment Agency's fees by the Client so that such fees are received by the Recruitment Agency within fourteen days of commencement of employment. The fee payable to the Recruitment Agency by the Client is calculated in accordance with the accompanying scale of fees according to the Salary payable to or receivable by the Applicant during the first twelve months of the Appointment. All fees are subject to the inclusion of VAT.
- 4.3 Interest will be payable on all fees which remain unpaid for more than 14 days after the date of commencement of the employment. All such interest is to be calculated from the date of commencement of the employment.

5 Liability

The Recruitment Agency 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 Recruitment Agency seeking an Applicant for the Client or the introduction by the Recruitment Agency to the Client of any Applicant or the Appointment of any Applicant by the Client.

6 Contract

- 6.1 No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to in writing and signed by or on behalf of all parties.
- 6.2 This Contract shall be governed by English law and the exclusive jurisdiction of the English Court in all matters regarding it.

REPLACEMENT GUARANTEE

If the Appointment of the Applicant by the Client is terminated for any other reason (other than pregnancy and redundancy) within six months of the date of the Appointment provided the following conditions are met by the Client the Recruitment Agency will select and present a replacement Applicant at no further cost to the Client (one replacement per invoice applies):

- 1 Payment of fees by the Client to the Recruitment Agency must have been made strictly within the terms for payment set out in the Terms and Conditions of Business.
- 2 The Client must notify the Recruitment Agency in writing within fourteen days of the termination of Appointment of the Applicant and that it requires a replacement Applicant. In the event that the Client gives such notification the Client shall give the Recruitment Agency a reasonable time within which to present a suitable replacement Applicant.
- 3 There must be no amounts outstanding from the Client to the Recruitment Agency at the date of such notification.
- 4 No rebate payable.

SCALE OF FEES

- 17% where salary is up to £13,000
- 18% where salary is between £13,001 and £17,000
- 19% where salary is between £17,001 and £20,000
- 20% where salary exceeds £20,000

I hereby agree to the terms and conditions stated above

Signed _____
Company _____
Position _____
Date _____

A signed and dated copy of these Terms and Conditions must be received prior to any work being undertaken on your behalf. This contract is valid by fax or post for your convenience