

Advanced IT/Commercial
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Registered and Head Office: 606 Building, Warfedale Road, Euroway trading Estate, Bradford, West Yorkshire, BD4 6SG
Registered in England and Wales no: 3373894

1. DEFINITIONS

“**Company**” refers to Advanced IT/Commercial who’s registered office is at 606 Building, Warfedale Road, Euroway Trading Estate, Bradford, West Yorkshire BD4 6SG

“**Client**” refers to the person, firm or corporate body to whom the Applicant is introduced.

“**Applicant**” refers to the person introduced to the Client by the Company for an engagement.

“**Engagement**” refers to the appointment of the Applicant at any time up to twelve months after the date of the last interview or initial introduction, whichever is the later, to perform services for or on behalf of the Client whether under a contract of service or for services.

“**Indirect Introduction**” has the meaning given to it in clause 5(a).

“**Refund Guarantee**” has the meaning given to it in clause 4(c).

“**Remuneration**” refers to the annual gross starting salary of the Applicant together with any guaranteed weightings, allowances and bonuses.

“**Replacement Guarantee**” has the meaning given to it in clause 4(a).

“**Success Fee**” means the fee payable to Emplacement Recruitment Limited under clause 3(d).

2. THE CONTRACT

- a) These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview with, or the Engagement of, the Applicant.
- b) No variation or alteration to these terms and conditions shall be valid unless approved in writing by a Director of the Company.
- c) The laws governing this contract shall be those in force in the country in which the transaction takes place.

3. NOTIFICATION OF FEES

a) The Client agrees to notify the Company immediately the Applicant accepts an Engagement (whether on a permanent, short-term contract or temporary basis and whether or indirectly through another legal entity) and provide details of the Remuneration.

b) Should the Client withdraw the offer then an administration fee of £250.00 +

VAT shall become payable.

c) The Company will invoice the Client on formal acceptance of the offer by the Applicant. Should the Applicant fail to commence employment with the Client, a full refund of the success fee will be due.

d) The Success Fee shall be calculated as follows:

Applicants Total Annual Remuneration

0 to £25,000	10%
£25,001 to £35,000	12%
£35,001 upwards	15%

e) The Client shall pay the Company's Success Fee for the introduction of the Applicant within 14 days of the date of invoice.

f) If the Applicant is hired on a fixed term basis, a scale of charges based on the Success Fee as above becomes due on the first day. This scale depends on the length of the fixed term contract as follows: 0 – 6 months – 80%, 6 - 9 months – 90%. Any Applicant hired on a fixed term longer than 9 months will be charged at 100% of the Success Fee as above.

g) If an Applicant interviewed for a permanent role is interviewed and subsequently hired from the Company initially on a temporary or contract basis on agreed temporary or contract terms, then should the Applicant then be engaged on a permanent basis by the Client or an associated company or subsidiary company then the Success Fee becomes due from the Client as detailed in these terms on the day the Applicant becomes a permanent employee.

h) All fees are subject to the addition of VAT.

4. REPLACEMENT & REFUND GUARANTEES

a) In the event of an Applicant leaving employment within 12 weeks of the commencement of Engagement, the Client will notify the Company and the Company shall endeavour to provide a replacement Applicant to the Client's satisfaction within one calendar month ("Replacement Guarantee") in which event the Success Fee subject to (4b) shall remain payable.

b) The Company will issue a credit note or additional invoice to the Client should the remuneration package of the replacement Applicant differ from the original Applicant.

c) Subject to clause 4(d) below, if the Company does not provide such a replacement Applicant within a period of one month of being notified of the termination of the original Applicant's engagement, the Company shall refund the Success Fee in accordance with the following scale ("Refund Guarantee").

Scale of Rebate:

80% if employment terminated in first 4 weeks
50% if employment terminated in 5th-8th week
25% if employment terminated in 9th-12th week

- d) The Refund Guarantee is given by the Company subject to the following conditions:
- (i) the Success Fee must have been paid within 14 days of the date of invoice
 - (ii) written notification of the termination of the Engagement must have been given by the Client to the Company within seven days of the same.
 - (iii) the Client has not used any other method of recruitment for the replacement of the original Applicant.
- e) Should the Client or any subsidiary or associated company of the Client subsequently re-engage the original Applicant within the period of twelve calendar months from the date of termination, a Success Fee in accordance with clause 3(d) becomes payable.

5. INTRODUCTIONS

- a) Introductions are confidential. The passing on by the Client of an introduction to any subsidiary or associate company of the Client (“Indirect Introduction”) which results in an Engagement renders the Client liable to payment of the Company’s Success Fee as set out in clause 3(d). The Replacement Guarantee or Refund Guarantee shall not apply to any Indirect Introductions.
- b) A Success Fee calculated in accordance with clause 3(d) will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect within 12 months from the date of the Company’s introduction.

6. SUITABILITY

The Company endeavours to make every reasonable effort to ensure the suitability of the Applicant. Notwithstanding this, and notwithstanding the Company’s obligations under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the “Agency Regulations”), the Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Applicant and is responsible for confirming or taking up any references provided by the Applicant and/or the Company before engaging the Applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigation into the medical and other requirements or qualifications required by law.

7. LIABILITY

The Company shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the introduction of any Applicant or from the failure of the Company to introduce an Applicant. The Client warrants that there will be no Health and Safety risk to the Applicant in working for the Client in the relevant role and if there are any such risks the Client agrees to notify the Company in writing of the nature of such risks and what steps have been taken by the Client to minimise such risks.

8. CONSIDERATIONS

The Client will not during the term of this agreement or for a period of four

(4) months thereafter solicit or entice away any of the Company's employees (with whom the Client has had dealings with in connection with this agreement) without the Company's prior written consent.

9. JURISDICTION AND AGENCY REGULATIONS

These conditions shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. For the purposes of the Agency Regulations, the Company shall in providing these permanent recruitment services to you be operating as an Employment Agency.

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10. SPECIAL CONDITIONS

Any agreed amendments to our standard Terms and Conditions are detailed below;; I certify that I understand and agree to the terms of this document, and I am authorised to sign and accept them in writing or confirm them via email on the Client's behalf:

Name:..... Position:.....

Signed:..... Date:.....

Signed on behalf of Advanced IT/Commercial 'The Company:

Name:..... Position:.....

Signed:..... Date:.....

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF