



## **TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF TO Affilisearch Ltd Recruitment Solutions**

### **Section 1 - Definitions**

#### **“Applicant”**

The person introduced by Affilisearch Ltd to the Client for an Engagement.

#### **“Client”**

The person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

#### **“Agency”**

Affilisearch Ltd

#### **“Engagement”**

The engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee

#### **“Introduction”**

Either the Client's interview of an Applicant in person or by telephone, following the Client's instruction to Affilisearch Ltd to search for an Applicant OR the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

#### **“Remuneration”**

Basic salary offered to the Applicant

### **Section 2 - The Contract**

- 2.1 These Terms constitute the contract between Affilisearch Ltd and the Client. They are to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by Affilisearch Ltd, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Affilisearch Ltd and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.



### **Section 3 - Notification and Fees**

#### **You, the Client agree:**

- 3.1 To notify Affilisearch Ltd immediately of any offer of Employment that is made to the Applicant
- 3.2 To notify Affilisearch Ltd immediately that its offer of Employment to the Applicant has been accepted and to provide details of the Remuneration to Affilisearch Ltd.
- 3.3 To pay Affilisearch Ltd the fee within 14 days of the date of invoice.
- 3.4 No fee is incurred by the Client until the Applicant commences the Engagement when Affilisearch Ltd will render an invoice to the Client for its fees.
- 3.5 Affilisearch Ltd reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 2.5% per annum above the base rate of Lloyds TSB Bank from time to time from the due date until the date of payment.
- 3.6 The fee payable to Affilisearch Ltd by the Client for an Introduction resulting in an Engagement is the amount equal to 20% of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on every placement.
- 3.7 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply on a pro-rata basis. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.
- 3.8 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.6 above becomes payable.

### **Section 4 - Introductions**

- 4.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Affilisearch Ltd which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Affilisearch Ltd fee as set out in clause 3.6 with no entitlement to any refund.
- 4.2 An introduction fee calculated in accordance with clause 3.6 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through Affilisearch Ltd, whether direct or indirect, within 6 months from the date of Affilisearch Ltd Introduction.
- 4.3 Where the amount of the actual Remuneration is not known Affilisearch Ltd will charge a fee calculated in accordance with clause 3.6 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to Affilisearch Ltd by the Client and/or comparable positions in the market generally for such positions.



## **Section 5 - Suitability and References**

- 5.1 Affilsearch Ltd endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 5.2 At the same time as proposing an Applicant to the Client, Affilsearch Ltd shall inform the Client of such matters in clause 5.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 5.3 Affilsearch Ltd endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position that the Client seeks to fill.
- 5.4 Affilsearch Ltd endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position that the Client seeks to fill.
- 5.5 Notwithstanding clauses 5.1, 5.2, 5.3 and 5.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or Affilsearch Ltd before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 5.6 To enable Affilsearch Ltd to comply with its obligations under clauses 5.1, 5.2, 5.3 and 5.4 above the Client undertakes to provide to Affilsearch Ltd details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## **Section 6 - Liability**

- 6.1 Affilsearch Ltd shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with Affilsearch Ltd seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Affilsearch Ltd to introduce any Applicant. For the avoidance of doubt, Affilsearch Ltd does not exclude liability for death or personal injury arising from its own negligence.



## Section 7 - Law

- These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales
- Unless the context requires otherwise, references to the singular include the plural.
- The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

## Section 8 - Refunds

- 8.1 In order to qualify for the following refund, the Client must pay Affilisearch Ltd of the termination of the Engagement within 7 days of its termination.
- 8.2 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in section 9 of these Terms and Conditions of Business.
- 8.3 In circumstances where clause 3.7 applies, the full fee stated in clause 3.6 is payable and there shall be no entitlement to a refund.

## Section 9 – Refund Schedule

- 9.1 The following scale of refund only applies in the event that the Client complies with the provisions of clause 3 of these Terms of Business.
- 9.2 In the event of the Applicant leaving during the first 12 weeks of the Engagement, a partial refund of the Introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.
- 9.3 There will be no refund where the Applicant leaves during or after the 13th week of the Engagement.

<b>Week in which the Applicant leaves</b>	<b>% of introduction fee refunded</b>
<b>1 – 4</b>	<b>100%</b>
<b>5-9</b>	<b>60%</b>
<b>10-12</b>	<b>30%</b>