



THE JOB OFFICE LTD

THE JOB OFFICE LTD

Terms And Conditions of Business

Permanent Recruitment Services

STANDARD INTRODUCTION FEE	20% of first-year basic annual salary + VAT
PAYMENT TERMS	7 calendar days from invoice date
INTRODUCTION PROTECTION	12 months from Introduction

Effective from: _____

Client: _____

These Terms and Conditions of Business ("Terms") govern the provision of permanent recruitment and employment agency services by The Job Office Ltd ("the Company", "we", "us" or "our") to the Client.

1. Definitions

1.1 "Applicant" or "Candidate" means any person introduced, identified, referred, discussed or otherwise brought to the attention of the Client by the Company, whether verbally, electronically, in writing, by CV, profile, LinkedIn profile or by any other means.

1.2 "Client" means the person, firm, company, partnership, corporate body or other organisation to whom an Applicant is Introduced and includes any parent company, subsidiary, associated company, group company or other person or organisation to whom the Applicant's details are subsequently passed.

1.3 "Engagement" means the employment, engagement, appointment or use of an Applicant by the Client or by any third party to whom the Applicant has been introduced directly or indirectly by the Client, whether permanently or temporarily, full-time or part-time, under a contract of employment or for services, as a worker, consultant or contractor, through a personal service company or intermediary, through another recruitment business, as a partner, under a franchise or licence, on a fixed-term basis, or under any other arrangement whereby the Applicant provides services directly or indirectly.

1.4 "Introduction" includes providing an Applicant's CV, name, identity, contact details or other information enabling identification; arranging an interview or meeting; discussing an identifiable Applicant; forwarding a LinkedIn or other professional profile; or otherwise supplying information that results in an Engagement.

1.5 "Remuneration" means the Applicant's total anticipated gross remuneration during the first 12 months of the Engagement, including basic salary, guaranteed bonus, guaranteed commission, allowances, signing or joining payments, car allowance, location or weighting allowances and any other guaranteed taxable payments or emoluments. Where no annual Remuneration can reasonably be established, the Company may calculate its fee using a reasonable annualised value of the Engagement.

2. Acceptance of These Terms

2.1 These Terms apply to all Introductions made by the Company to the Client.

The Job Office Ltd | 109 Barrowby Road, Grantham, Lincolnshire NG31 8AE | Company No. 5148184



2.2 Where these Terms have been provided before or at the time of an Introduction, the Client shall be deemed to accept them if it subsequently requests a CV or Applicant information, requests further information, discusses or contacts an Applicant, interviews or meets an Applicant, makes an offer, or Engages an Applicant.

2.3 No signature is required for these Terms to apply where a legally binding agreement has otherwise arisen through the parties' communications or conduct.

2.4 The Client's purchase order, procurement or other standard terms shall not override or vary these Terms unless expressly agreed in writing by the Director of The Job Office Ltd.

3. Introduction and Candidate Ownership

3.1 An Introduction shall be deemed effective from the date on which sufficient information is supplied to enable the Client to identify the Applicant.

3.2 If the Client believes an Applicant has already been introduced by another recruitment business or has been in substantive direct recruitment discussions with the Applicant concerning the same or substantially similar vacancy, the Client must notify the Company within 3 working days of the Company's Introduction and provide reasonable written evidence.

3.3 If the Client does not provide such notification and evidence within that period, the Company's Introduction shall be treated as the effective Introduction for the purposes of these Terms, subject always to applicable law.

3.4 Where an Applicant Introduced by the Company is Engaged within 18 months of the Company's Introduction, the Client shall pay the Company's Introduction Fee. This applies whether the Applicant was originally rejected, no interview took place, the Applicant initially rejected an offer, the Applicant is Engaged for a different vacancy, the Applicant approaches the Client directly following the Introduction, or another recruitment business subsequently becomes involved.

4. Introduction Fees

4.1 Unless otherwise agreed in writing, the Company's Introduction Fee is 20% of the Applicant's first-year basic annual salary, plus VAT.

4.2 Where other guaranteed elements of remuneration have specifically been agreed to form part of the fee calculation, the fee may be calculated against the Remuneration defined in clause 1.5.

4.3 For part-time positions, the fee will normally be calculated against the actual annual basic salary payable for contracted working hours unless otherwise agreed in writing.

4.4 The fee is earned upon the Applicant commencing the Engagement.

4.5 VAT will be added at the prevailing rate where applicable.

5. Client Notification

The Client must promptly notify the Company when an offer is made, accepted, an Engagement is agreed, a start date is confirmed and final Remuneration is agreed. Upon request, the Client shall provide reasonable evidence of remuneration and start date necessary to calculate the fee.

6. Indirect and Third-Party Engagements

Where the Client passes Applicant information to an associated company, subsidiary, parent, group company, director, employee, customer, supplier, business contact or other third party and that disclosure results in an Engagement within



18 months of the original Introduction, the Client shall remain liable for the full Introduction Fee. Applicant information must be treated as confidential and must not be forwarded without the Company's prior written consent.

7. Subsequent Engagement

Where an Applicant is rejected, declines an offer, withdraws, is unsuccessful, is not originally interviewed or is initially considered for a different position, but is subsequently Engaged within 18 months from the Company's Introduction, the Company's full Introduction Fee shall become payable.

8. Retained Assignments

8.1 For a retained search, executive search or other retained assignment, fees and payment stages shall be those in the Company's written assignment proposal.

8.2 Unless otherwise agreed in writing, a retained assignment will operate on a two-stage fee structure, with amounts and triggers specified in the proposal.

8.3 The initial retainer is payable when the Client instructs the Company to commence, is payable within 7 days, is non-refundable and is payable for commencement and delivery of the search irrespective of whether an appointment is ultimately made.

8.4 If the Client cancels, suspends, materially changes or terminates a retained assignment after work has commenced, fees already invoiced or due remain payable.

8.5 Any replacement or credit arrangement for a retained assignment shall be specified in the relevant proposal or, where expressly stated, under clause 10.

9. Advertising and Third-Party Costs

Advertising, job board, media, assessment or other third-party expenditure incurred specifically at the Client's request will be agreed in advance, charged separately and payable once booked or committed to. Such costs are non-refundable once committed unless a refund is actually obtained by the Company.

10. Replacement and Credit Note Guarantee

Subject strictly to this clause, where an Applicant's Engagement terminates during the first 10 weeks, the Company will first endeavour to identify a suitable replacement Applicant.

10.1 The Company shall have 28 days following written notification of termination to seek a suitable replacement.

10.2 Where a replacement is Engaged, any difference between the original and replacement Applicant's applicable fee shall be invoiced or credited as appropriate.

10.3 Where the Company is unable to identify a suitable replacement within that 28-day period, the following credit note, rather than a cash refund, will apply:

Termination	Credit Note
0–2 weeks	75%
3–6 weeks	50%
7–10 weeks	25%
After 10 weeks	Nil



10.4 Any credit note issued shall be applied against future permanent recruitment services supplied by the Company and shall not constitute a cash refund.

11. Conditions of the Guarantee

11.1 The Company's original invoice was paid in full within the contractual 7-day payment period.

11.2 The Client informs the Company in writing within 7 days of termination.

11.3 The reason for termination is the Applicant's voluntary resignation or dismissal for capability, performance or misconduct.

11.4 The termination is not wholly or substantially attributable to redundancy, restructuring, role elimination, an undisclosed relocation, material alteration in duties or remuneration, insolvency, business closure, unlawful discrimination, breach of contract by the Client, or circumstances materially different from those disclosed during recruitment.

11.5 The Client provided full and accurate information concerning the role and Remuneration.

11.6 The Applicant was not previously employed or engaged by the Client before the Company's Introduction, unless expressly agreed otherwise.

11.7 The Client has paid all outstanding invoices owed to the Company.

11.8 If the Client, an associated company or relevant third party re-engages that Applicant within 18 months of termination, any credit previously issued may be reversed by invoice or otherwise becomes repayable.

12. Payment Terms

12.1 The Company's fee becomes due upon the Applicant commencing the Engagement.

12.2 Invoices are payable in full within 7 calendar days of the invoice date.

12.3 Time for payment is of the essence.

12.4 Failure to pay within the 7-day period will automatically invalidate any replacement, rebate or credit entitlement associated with that placement.

12.5 The Client may not withhold payment of an undisputed invoice because of an unrelated dispute concerning another Applicant, vacancy or service.

13. Late Payment and Debt Recovery

13.1 Where an invoice becomes overdue, the Company reserves the right to claim interest, compensation and recovery costs to the extent permitted under the Late Payment of Commercial Debts (Interest) Act 1998 and associated legislation, including statutory interest where applicable.

13.2 The Company reserves the right to recover statutory fixed compensation and reasonable recovery costs to the extent permitted by law.

13.3 Overdue accounts may refer to a debt collection agency, solicitor or other recovery provider. The Client shall be responsible for recoverable interest, compensation and reasonable recovery costs to the extent permitted by law.

13.4 Any discretionary fee discount expressly granted on condition of prompt payment may be withdrawn if the Client fails to satisfy that condition, where clearly recorded in the applicable fee agreement or invoice.



THE JOB OFFICE LTD

14. Client Responsibilities

The Client is responsible for satisfying itself as to the suitability of the Applicant, including taking references where required; verifying qualifications and professional registrations; establishing right to work; determining lawful health or medical requirements; carrying out DBS or other checks where applicable; assessing competence and suitability; and ensuring compliance with applicable immigration, employment, health and safety and equality legislation.

15. The Company's Obligations

The Company will use reasonable endeavours to assess Applicants and obtain information appropriate to the proposed Engagement and applicable legal requirements. The Client acknowledges that recruitment involves assessment of individuals, and the Company cannot guarantee an Applicant's future performance, the accuracy of information supplied by third parties, duration of employment, achievement of performance targets or that an Applicant will remain employed for any period. Nothing in these Terms removes any statutory obligation imposed upon the Company.

16. Confidentiality and Candidate Information

Applicant information supplied by the Company is confidential and supplied solely for recruitment purposes. The Client shall not unnecessarily disclose, publish, circulate outside those involved in the recruitment decision, or provide Applicant information to third parties without lawful justification and, where appropriate, the Company's consent. The Client shall process personal data in accordance with applicable UK data protection legislation.

17. Liability

17.1 The Company shall not be liable for losses arising solely from the acts, omissions, misconduct, performance or non-performance of an Applicant following Engagement, except to the extent liability cannot lawfully be excluded or limited.

17.2 The Company shall not be liable for indirect or consequential loss, loss of profit, loss of business, loss of revenue or loss of anticipated savings arising out of an Introduction or Engagement, to the extent such liability may lawfully be excluded.

17.3 Nothing in these Terms excludes or restricts liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation.

18. Non-Circumvention

The Client shall not deliberately structure an Engagement through another person, associated company, intermediary, recruitment company or contractual arrangement for the principal purpose of avoiding the Company's Introduction Fee. Where an Engagement falling within clause 1.3 occurs following the Company's Introduction, the applicable fee becomes payable under these Terms.

19. Variations and Waiver

No amendment, reduction, waiver or variation of these Terms is effective unless confirmed in writing by the Director of The Job Office Ltd. A failure or delay by the Company in enforcing any part of these Terms shall not by itself constitute a waiver of the Company's rights.

20. Severability

If any provision of these Terms is held by a court or other competent authority to be invalid or unenforceable, it shall, so far as possible, be treated separately from the remaining provisions. The remaining provisions shall continue in full force and effect.



21. Entire Agreement

These Terms together with any written fee agreement, retained-search proposal or variation expressly agreed by the Director of the Company constitute an agreement between the parties concerning the relevant recruitment services.

22. Third-Party Rights

Except where expressly stated otherwise, a person who is not a party to these Terms shall have no right to enforce them.

23. Governing Law and Jurisdiction

These Terms and any contractual or non-contractual dispute or claim arising from them shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, subject to any mandatory legal requirement to the contrary.

24. Acceptance

The Client acknowledges that these Terms may become binding without signature where they have been properly brought to the Client's attention and subsequently accepted through the Client's instructions or conduct as set out in clause 2. For administrative purposes, the parties may nevertheless sign below.

CLIENT	THE JOB OFFICE LTD
Name:	Name: Jamie Rafferty
Job Title:	Title: Director
Company:	Company: The Job Office Ltd
Company Reg. No.:	Company Reg. No.: 05148184
Signature:	Signature: <i>Jamie Rafferty</i>
Date:	Date: