



## TERMS AND CONDITIONS FOR THE PROVISION OF PERMANENT STAFF

### Terms and Conditions for the Introduction of Permanent Staff

1. These Terms and Conditions of Business (“Terms”) are between Fixed-Fee Placements Limited, or any of its associate or subsidiary companies, acting as an Employment Agency (within the meaning of the Conduct of Employment Agencies and Employment Business Regulations 2003) (hereafter called FFP) and any individual partnership or company (hereafter called the Company), to provide the recruitment services as more explicitly defined below.

2. Company will place an order with FFP describing the type of work and specific duties to be performed, skills required, and any other requirements to be fulfilled by the candidate. FFP shall recruit qualified candidates using its selection processes; screen candidates in accordance with agreed requirements; assess each candidate and verify his/her interest in the opportunity; and shortlist suitable candidates and effect an introduction of the candidate to the Company. Upon successful selection or commencement of work by the candidate, irrespective of whether any employment agreement or has been signed by the candidate, Company shall pay the Fee as defined in Sections 3 and 4 below. The Company shall immediately advise FFP in the event that the Company or a company associated with the Company engages a candidate or agrees to make use of or use the services of a candidate introduced by FFP in the position offered or in any other position.

3. These Terms and Conditions applies to all referrals requested by Company, until the agreement is replaced or amended. On placing an order with FFP, the Company is accepting these Terms and Conditions of Business as the contract between the Parties. These Terms and Conditions of Business are the entire agreement between the parties and may not be varied except by the express written permission of both Parties.

4. Company shall pay to FFP the Standard Fee. The Standard Fee shall be based on the actual annual full time equivalent base salary (“ABS”) for the position for which FFP has been asked to find suitable candidates.

The Fee paid to FFP will be a fixed fee based on the salary brackets below:

Salary Banding	Placement Fee
Up to £35k	£1750.00
£35,001 - £50k	£2250.00
£50,001+	£2750.00

All fees are subject to VAT.

5. Company will pay the Standard Fee for each candidate that Company or its affiliate employs or obtains the candidates services in any capacity within twelve (12) months, after FFP refers the candidate to Company. “Employ in any capacity” includes, without limitation: employing the candidate directly; purchasing the candidate's services as a temporary, pay-rolled, or leased employee of an organization other than FFP; obtaining the candidate's services through any independent contractor, agency, facility staffing, or consulting relationship; or arranging, suggesting, endorsing, facilitating, or acquiescing in the candidate's engagement or recruitment by another organization with legal or operational ties to Company.

6. FFP shall invoice Company upon commencement of work, whether or not an employment agreement has been signed. The Fee shall be due within 14 days of receipt of the invoice. The Fee is



subject to Value Added Tax at the standard rate. If the Company is late in making payment or does not make full payment to FFP when due, FFP reserves the right to charge interest on the outstanding amount from the date payment is due until payment is received by FFP. Interest shall be charged at the prevailing statutory interest rate under the Late Payment of Commercial Debt (Interest) Act 1998 and any orders made under it and the Late Payment of Commercial Debt Regulations 2002 which interest shall accrue on a daily basis from the date payment becomes overdue until the Company has made payment of the overdue amount.

7. All information (written or verbal) regarding candidates must be treated as confidential and must not be disclosed to any third party. If a candidate introduced by FFP subsequently is engaged in any manner, including but not limited to full time, temporary, contract or otherwise, as a result of any such disclosure to a third party, then the introduction fee as detailed above will become payable by Company as though Company themselves had engaged the candidate.

8. These Terms and Conditions will continue in force unless one party gives the other party at least three (3) months written notice of termination. FFP reserves the right, however, to terminate this Agreement immediately in the event of non-payment for services. In the event of such termination, and to the extent all of the fees outlined in paragraph 4 have not been paid, Company will pay to FFP the remaining fees.

9. The Company shall provide FFP with all information regarding details of the prospective engagement, duration of work, likely Earnings and other benefits, length of notice to be given to terminate the engagement, any risk to health and safety, required training, experience and qualifications (and any other requirements of the Applicant) and any other information required to be provided by the Company to FFP either by statute, common law or otherwise. Furthermore, the Company undertakes that it knows of no information or reason why it would not be in the interest of a candidate to fill an engagement.

10. Notwithstanding the fact that FFP shall supply the Company with information regarding candidate, the Company is under an obligation to satisfy itself as to the identity and suitability of the Applicant and the fact that it has adequate experience, training, qualifications and legal standing. The Company shall take up and examine to their satisfaction any references provided before engaging such Applicant. The Company is also responsible for obtaining all work permits and/or such other necessary permission to work, for arranging medical examinations or for investigating medical records and satisfying any other relevant requirements, qualifications or necessary legal permissions.

11. Should the selected candidate voluntarily leave its engagement with the Company, or the Company decides to terminate the Candidate's employment, before the completion of 50 days of engagement, FFP shall reasonably endeavour to provide a suitable replacement at no additional cost, under its replacement guarantee. To validate the replacement guarantee, payment of FFP's fees must be received within twenty-one (21) days from the date that payment became due and FFP must be informed in writing of the candidate's resignation within one (1) working day of the Company receiving notice from the candidate. If for any reason, FFP is not given the exclusive opportunity to replace the original Applicant, for a minimum of five (5) days, after being advised of the previous candidate's resignation, FFP's original fee shall be non-refundable. In the event that the Company does not require FFP to locate a replacement or the Company finds all FFP replacements unacceptable, FFP shall provide a 70% refund to the Company within the first month of appointment.



A second guarantee period, or replacement guarantee, does not apply to a replacement candidate.

12. If following a termination of an engagement or the withdrawal of an offer of engagement (where either a refund is made or the Fee is not paid) and the Company subsequently engages or re-engages the Applicant within a period of twelve (12) months from the date of such termination or withdrawal the full Fee in relation to that Applicant (or the extent of any refund where applicable) shall become immediately due from the Company to FFP.

13. These Terms shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms.

14. Save as expressly provided in these Terms, no part of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

15. Any notice given by either party to the other for the purposes of these terms and conditions shall be sufficiently given if delivered by hand or sent by first-class prepaid post, email or facsimile transmission to that party at (in the case of a company) its registered office for the time being or its business address.

**On behalf of the Company:**

Company Name.....

Position Held.....

Sign.....

Print.....

**On behalf of Fixed-Fee Placements:**

Position Held.....

Sign.....

Print.....