



## **TERMS OF BUSINESS FOR CONTINGENCY RECRUITMENT**

We are pleased to provide details of our Terms of Business and the fee structure which will govern the contract between Caged Tigers Limited and "*Clients name and address*" (or any other affiliate businesses or locations).

### **FEE STRUCTURE CONTINGENCY RECRUITMENT**

The recruitment fee will be calculated as a percentage of the first year's remuneration accepted by the candidate based on a 20% fee of the remuneration. This fee includes the basic remuneration and OTE (On Target Earnings).

## **CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF**

### **1. DEFINITIONS**

In these Terms of Business the following definitions apply:

**"Applicant"** means the person introduced by the Consultancy to the Client for an Engagement including any member of the Consultancy.

**"Client"** means, in this instance, any affiliates of the "Clients name" to which this document is addressed.

**"Consultancy"** means Caged Tigers Ltd.

**"Engagement"** means 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 whether such an offer is made immediately or at any time within a twelve month period following the date of the introduction or final interview (whichever is the later).

**"Introduction"** means (1) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Consultancy to search for an Applicant; or (2) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant, whether or not that applicant was known previously by the Client.

**"Remuneration"** includes base salary or fees, any offer of a guaranteed bonus/commission and a notional amount as stated for any car or car allowance offered.

### **2. THE CONTRACT**

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

### 3. NOTIFICATION AND FEES

- 3.1 The Client agrees to notify the Consultancy immediately of any offer of Engagement which it makes to the Applicant, to provide details of the Remuneration to the Consultancy and to pay the fee within 14 days of the Applicant's start date.
- 3.2 The Consultancy reserves the right to charge interest and compensation on unpaid invoices in line with those allowed under the Late Payment of Commercial Debts Act and to charge on all costs associated with collection of unpaid amounts.
- 3.3 The fee payable will be calculated in accordance with the attached Fee Structure on the Remuneration applicable to the first 12 months of the Engagement. All fees will be subject to VAT
- 3.4 If the Client fails to notify the Consultancy of Engagement, then the Consultancy reserves the right to charge such a fee as it considers appropriate for the position offered by reference to comparable positions in the market generally.
- 3.5 In all cases there shall be a minimum fee of £3,000. VAT will be charged.

### 4 INTRODUCTIONS

- 4.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of the details of any Applicant introduced by the Consultancy which results in the Engagement of that Applicant within a 6 month period of any interview renders that Client liable to payment of the Consultancy's fee as set out in clause 3.3 with no entitlement to any refund.
- 4.2 In the event that any employee of the Consultancy with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the Consultancy's employment, the Client shall be liable to pay an introduction fee to the Consultancy in accordance with clause 3.3.

### 5 SUITABILITY AND REFERENCES

- 5.1 The Consultancy endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity and permission to work in the UK, 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 The Consultancy endeavors to take all steps as are reasonably practicable to ensure that the Client and the Applicant are aware of any requirement imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 5.3 The Consultancy endeavours to take all steps as are reasonably practical 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 which the Client seeks to fill.
- 5.4 Notwithstanding clauses 6.1 the Client shall **satisfy itself** as to the suitability of the Applicant and the Client shall take up references before engaging such Applicant. The Client is responsible for obtaining work permits and/or such permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of the Applicant, and satisfying any other requirements, qualifications or permission required by the law of the country in which the Applicant is engaged to work.
- 5.5 To enable the Consultancy to comply with its obligations under clauses 6.1 above the Client undertakes to provide to the Consultancy 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 to be 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

length of notice that the Applicant would be entitled to and receive on termination of the employment with the Client.

- 5.6 Should any information come to light in a 3 month period from the date of Engagement which affects the Applicant's ability to do the job or which should be known by the Client, then the Consultancy undertake to pass such information on within 2 working days of such information coming to its attention.

## **6 LIABILITY**

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

## **7 EQUAL OPPORTUNITIES / DISCRIMINATION INDEMNITY**

- 7.1 The Consultancy expects that the Client will be fully aware of all current laws relating to discrimination, victimisation and harassment due to race, colour, age, nationality, sex, marriage, disability, religion, sexual orientation or working time and that it has given the appropriate training to all members of its own staff that may be involved in the search, selection and interview process. The Client agrees to indemnify the Consultancy against all and any claims, costs and damages incurred in action taken against the Consultancy in respect the above arising from acts, omissions, verbal or written comment by any member of staff employed or under the direction of the Client.
- 7.2 From October 2006, the Consultancy will remove dates of birth and dates of employments from its CV's in order that selection is merit based. Should the Client wish to have such included, they must ensure that their own selection process cannot be deemed discriminatory on any grounds including age.

## **8 GUARANTEE**

- 8.1 The Consultancy guarantees all appointments for 12 weeks from the date of commencement. The following rebate scheme will apply:
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| 8.2 Employed up to 4 weeks              | Free replacement within 4 weeks          |
| 8.3 Employed between 5 weeks and 8weeks | 50% refund or discount on next placement |
| Employed between 9 and 12 weeks         | 25% refund or discount on next placement |
- 8.3 The guarantee above is subject to the following provisos;
- i) The Client must inform Caged Tigers in writing within thirty days of the resignation or departure of the candidate (whichever event is earlier); and
  - ii) The guarantee will not apply in the event the departure of the candidate is for reasons of redundancy, changes to organisation structure, job content, contractual arrangements, sickness, fatality, accident, or for other reasons unrelated to the fault of the candidate; and
  - iii) All invoices have been settled within 14 days of date of invoice.

- 9 The Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England

**10 CONFIRMATION**

**Signature**

Name.....

On behalf "Clients name" (or any other affiliate businesses or locations).

Date.....

**Countersignature**

Name.....

On behalf of Caged Tigers Limited

Date.....