

## Terms & Conditions



These terms and conditions apply to permanent staff to be directly employed by the client

Between:

1. "The client"
2. "The agency" Stafford Lea Ltd

In these terms of business the following apply:

### 1. DEFINITIONS

In these terms and conditions the

"Client"

means the person, firm together with any subsidiary/affiliates to whom the candidate is introduced.

"Agency"

means Stafford Lea and its affiliated trading divisions

"Candidate"

means the person introduced by the agency for employment.

"Engagement"

means the engagement, employment or other use of the candidate on a permanent or temporary basis.

"Introduction"

means the passing to the client of a curriculum vitae or other information which identifies the candidate which leads to an engagement of that candidate within 12 months of the introduction.

### 2. FEES

- (i) The client agrees to notify the company of any offer of an engagement which it makes to the candidate which has been accepted by the candidate and to provide details of remuneration and to pay the agency's fee within 15 working days of the date of the invoice.
- (ii) The fee will be incurred by the client upon confirmation the candidate commences employment, when the agency will render an invoice for its fees.
- (iii) On a retained assignment fees will be paid as follows; a retainer fee of 33% of the estimated invoice on completion of the assignment, which is non refundable; a further fee of 33% of the estimated invoice upon presentation of a short list of candidates which is non refundable; a completion fee of the balance being the difference between the estimated fee and the actual fee due to the agency (net fees received by the agency per the retainer schedule) as per the agreed fee schedule.
- (iv) Fee schedule; the fee rate of 35% will be payable on any mandated search and a rate of 30% will be charged on any contingency placement.

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- (v) Fees will be calculated on base salary, guaranteed bonus (whether paid on the candidates start date, in instalments or at a future agreed date), and any other benefits deemed to constitute part of the overall employment package.
- (vi) Where a guarantee is not applicable the client and agency agree a fee which will be calculated on the first 'full' year's bonus, as per the fee schedule, payable on the date of the bonus payment date to the candidate.

### 3. REFUNDS

- (i) In order to qualify for the flowing guarantees, the client must pay the agency's fee within 15 days of the date of the invoice and must notify the agency of the termination of the engagement within 7 days of the termination.
- (ii) Should the engagement of the applicant terminate within 12 weeks (including a notice period) from the date of engagement, we shall endeavour to seek a satisfactory replacement candidate providing that:
  - (a) The dismissal is justified or the employee leaves of his/her own accord
  - (b) The client notifies the agency in writing immediately the employer is aware of a resignation/dismissal
  - (c) The dismissal is not due to any redundancy measure whatsoever.
  - (d) The client or any affiliated company's shall not employ the candidate within twelve months from the date of such termination

In the circumstances where we are unable to find a satisfactory replacement candidate we guarantee to refund a proportion of the fee according to the following schedule: A refund of one twelfth of the fee for each whole working week not completed up to a twelve-week period.

- (iii) If, after an offer of engagement has been made to the candidate, the client decides for any reason to withdraw it, the client shall be liable to pay the agency a minimum of 10% of the annual remuneration.

### 4. INTRODUCTIONS

- (i) Introductions are confidential. The passing on of an introduction to another employer or person which results in an engagement within twelve months renders the client liable to the agency's fees.
- (ii) In the event that any candidate is rejected by the client or the candidate rejects an offer of employment, if the applicant is subsequently engaged by the clients within twelve months of the introduction date the client will be liable to the agency's fees.

### 5. LIABILITY

The agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation which may be suffered or incurred by the client arising from or in any way connected with the agency seeking an candidate for the client or from the failure of the agency to introduce any candidate.

### 6. JURISDICTION

This agreement shall be governed by and construed according to English law and shall be subject to the exclusive jurisdiction of the English courts.