

ITCD PERMANENT (A division of the itcd group)

Terms of Business

Permanent Recruitment

This agreement sets out the terms on which we agree to carry out recruitment business for you. These terms come in to force when an introduction has been made as defined in paragraph 1 below. These terms may only be changed by written confirmation from us to you of any alterations, at the time we begin to act for you.

It is our commitment to address your recruitment needs with proper levels of service, skill and attention.

- 1) An introduction will have taken place when we provide you with information on a candidate.
- 2) We do not carry out checks on candidates' references or qualifications. We do request evidence of eligibility to work in the UK/EU from candidates which we pass on to you, but it is your responsibility to carry out all necessary checks on candidates and to ensure that all requirements have been met, including, but not limited to those related to eligibility and security.
- 3) We introduce candidates to you; we are not able to and do not provide any warranty that the candidates are technically or otherwise suitably qualified.
- 4) Details of our charging rates are set out in the schedule below. Our fee is calculated by reference to a candidate's gross taxable remuneration in his/her first year.
- 5) Our fee becomes payable on the appointment of a candidate, providing such appointment takes place within 12 months of the date of introductions defined in paragraph 1 above.
- 6) An appointment is deemed to have taken place whether or not a probationary period has been agreed;
 - a) When a candidate is employed (or is engaged on a contract for services) on a permanent basis; or
 - b) When a candidate is employed (or engaged on a contract for services) on a temporary or contract basis; or
 - c) If you are in breach of clause 7 below and such breach leads to the appointment of the candidate by the third party.
- 7) The provision of candidates' details is done in the strictest confidence. You may not pass those details provided by us to any third party, including, but not limited to any associated,

subsidiary or such other company with which you are connected. The sole use of any data provided to you is for you to judge the suitability of the candidate for employment by you, and you will not use such data for any marketing activity by you or allow it to be used by any third party.

- 8) You must notify us within 2 working days in the event of you making an offer of employment. You must provide us with a written confirmation of the candidate's remuneration package, and how it has been calculated.
- 9) Our terms of payment are strictly 30 days from date of invoice, and under the Late Payment of Commercial Debts (Interest) Act 1998, we reserve the right to charge interest on such sum as is outstanding at that date at the rate of 4% above the current Nat West Bank PLC base rate until payment in full is made.
- 10) In the event that an appointment is terminated within 3 months of the candidate's commencement date, a pro-rata refund of fees will be made for each full week left of the 3 month rebate period, subject to the conditions set out below:
 - a) No rebate will be payable in the event that any of the below shall apply if:
 - i) Our fee was not paid within the payment terms stated on our invoice.
 - ii) The reason for the termination is not related to the candidate's capability or conduct.
 - iii) The candidate is made redundant.
 - iv) We are not notified of the termination of the engagement and the reasons for it within 14 days of such termination.
 - v) The appointment is terminated for no good reason.
 - vi) The candidate resigned due to any grievance that you have failed to address.
- 11) In the event that you have a complaint regarding any part of our service, you should provide us with details of your complaint in writing within 14 days of the date the complaint arose. We will undertake to provide you with a written response within 14 days of receipt of your complaint.
- 12) In the event that we relax any of the terms of this agreement for whatever reason we retain the right to enforce them strictly again at any time.
- 13) This document and any covering letter constitute the whole of the contract between you and us.
- 14) The minimum fee for any permanent placement is £1500.

Schedule of Fees

Location	Fee
United Kingdom & Ireland	11% of package
Europe	13% of package
Rest of the world	16% of package

NB. All fees are subject to VAT at the prevailing rate.

Terms and Conditions Permanent Employment

Signed and agreed

Signed by _____ on behalf of _____

this date _____

Name in capitals: _____

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