

# CPD RECRUITMENT - TERMS & CONDITIONS

## January 2011

### PERMANENT STAFF

#### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

"Applicant" means the person introduced by the Company to the Client for an Engagement including any members of the Company's own staff;

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced;

"Company" means CPD Recruitment Ltd, Finchley House, 707 High Road, London N12 0BT.

"Engagement" means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement;

"Introduction" means the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Company to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;

"Remuneration" includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the Client, a notional amount of £2500 will be added to the first year annual gross salary in order to calculate the Company's fee.

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

#### 2. THE CONTRACT

2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to or the Engagement of an Applicant.

2.2 Unless otherwise agreed in writing by the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

No variation or alteration of these Terms of Business shall be valid unless approved in writing by the company.

#### 3. NOTIFICATION AND FEES

3.1 The Client agrees:

- a) to notify the Company immediately of any offer of an Engagement which it makes to the Applicant;
- b) to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and provide details of the Remuneration to the Company; and
- c) to pay the Company's fee within 14 days of date of invoice.

3.2 No fee is incurred by the Client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.

3.3 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from the due date until the date fee is settled.

3.4 The fee payable to the Company by the Client for an introduction resulting in an Engagement is calculated in accordance with the accompanying Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

The scale is as follows:

Up to .....	£19,999 per annum.....	18% of gross remuneration
£20,000 to £34,999 per annum.....		20% of gross remuneration
£35,000 per annum and above.....		25% of gross remuneration

3.5 In the event that the Engagement is for a fixed term, the fee clause 3.4 will be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 9 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

# CPD RECRUITMENT - TERMS & CONDITIONS

## January 2011

### 4. REFUND GUARANTEES

4.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within 14 days of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.

4.2 If termination by either the client or employee occurs within 8 weeks of the start date the client will be entitled to -:

A free replacement, in the unlikely event of CPD Recruitment being unable to find a suitable candidate a rebate of 12.5% of the invoice value will be awarded for each week not worked of the 8 week period.

4.3 The 8 week rebate period and entitlement to a refund shall not apply if the Client requests a discount from the Company's standard fees.

4.4 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of 10% of the annual Remuneration.

4.5 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 9 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to the refund.

### 5. INTRODUCTIONS

5.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 9 months of the introduction renders the Client liable to payment of the Company's fee as set out in clause 3.4 with no entitlement to any refund.

5.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 9 months from the date of the Company's introduction.

5.3 In the event that any employee of the Company with whom the Client has had personnel dealings accepts an Engagement with the Client within 6 months of leaving the Company's service, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.4.

### 6. SUITABILITY

6.1 The Company endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and shall take up any references provided by the Applicant and/or the Company before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

### 7. LIABILITY

7.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the

Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

### 7.2 MISCELLANEOUS

(a) Should a client ever recruit an employee of CPD Recruitment for an appointment, then a Recruitment fee would then be charged by CPD Recruitment to the client.

(b) No trial periods are permitted under these Terms of Business during the employment period with a chosen candidate.

(c) These Terms of Business cannot be varied in any way except in writing by a director of CPD Recruitment.

# CPD RECRUITMENT - TERMS & CONDITIONS

## January 2011

### TEMPORARY STAFF

#### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:-

"Assignment" means the period during which the Temporary worker is supplied to render services to the Client;

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied:

"Company" means CPD Recruitment Ltd, Finchley House, 707 High Road, London N12 0BT.

"Engagement" means any employment or use of the Temporary Worker on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement;

"Temporary Worker" means the individual whose services are supplied by the Employment Business to the Client.

"Introduction" means the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business to search for a Temporary Worker; or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Client.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

#### 2. THE CONTRACT

2.1 These Terms govern the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker.

2.2 No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing.

2.3 Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

#### 3. CHARGES

3.1 The Client agrees to pay the hourly charges of the Employment Business as notified at the commencement of the Assignment and may be varied from time to time during the Assignment. The charges are calculated according to the numbers worked by the Temporary Worker (to the nearest quarter hour). The charges are comprised mainly of the Temporary Worker's remuneration but also include the Employment Business' commission, employer's national insurance contributions, holiday pay top up, and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. The Company reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of National Westminster Bank from the due date until the date of payment.

#### 4. TIMESHEETS

4.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.

4.2 Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

#### 5. REMUNERATION

5.1 The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

# CPD RECRUITMENT - TERMS & CONDITIONS

## January 2011

### 6. INTRODUCTION FEES

6.1 The engagement or use by a Client of a Temporary Worker or former Temporary Worker introduced by the Employment Business whether for a definite or indefinite period, or the introduction of such Temporary Worker to other employers with a resulting engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the engagement, use or introduction of that limited company) renders the Client subject to the payment of an introduction fee calculated at a percentage of the annual commencing gross taxable remuneration and taxable emoluments payable by the Client to the worker concerned, provided that the engagement takes place within a period of six months from the termination of any temporary assignment, or within six months of the introduction of the Temporary Worker, whichever is later. Where the amount of the annual commencing remuneration is not readily ascertainable, the introduction fee will be calculated in accordance with the following formula:

$A \times B \times C$ , when A = the profit margin on the employment business's hourly rate, B = Multiply of 600, C = the hourly rate at which the Temporary Worker was last supplied to the Client by the Employment Business. No refund of the introduction fee will be made by the Employment Business to the Client in the event of the subsequent termination of such engagement. VAT is payable in addition to any fee due.

6.2 CPD Recruitment operates a free trial policy. This entitles the Client to employ a temporary worker for a maximum of three hours on a trial basis, if after this time the Client is satisfied with the standard of work achieved, he/she shall be invoiced for this three hour period and any additional hours thereafter. If however the Client is dissatisfied with the standard of work after the trial period, the assignment will be terminated at this point with no charge to the Client. CPD Recruitment maintains the right to withdraw this offer from certain Clients.

### 7. LIABILITY

7.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

7.2 Temporary Workers are engaged by the Employment Business under contracts for services. They are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he were on the payroll of the Client. The Client will also comply in all respects with all statutes including for the avoidance of doubt, the Working Time Regulation, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 5 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. The Client shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

7.3 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment and/or as a result of any breach of the Terms by the Client.

### 8. TERMINATION

8.1 Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:-

- (a) within three hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
- (b) within two hours for a booking of seven hours or less.

And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

8.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an assignment at any time without prior notice and without liability.

### 9. LAW

9.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.