JDR.

Just Dynamic Recruitment

TERMS OF BUSINESS

1. DEFINITIONS

a. In these Terms of Business, the following definitions apply: **"Candidate"**

means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company and members of the Agency'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 which the Candidate is introduced.

"Agency"

means JDR Recruitment Limited (16053803) ("the Company") Registered Address: 5 Carlton Court, Leeds, West Yorkshire, LS12 6LT

"Engagement"

means the engagement, employment or use of the Candidate by the Client or any third party 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; directly or through a limited company of which the Candidate is an officer or employee. **"Introduction"**

means (i) the Client's interview of a Candidate in person or by telephone, following the Client's instruction to the Agency to search for a Candidate; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Candidate; and which leads to an Engagement of that Candidate.

"Introduction Fee"

Means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement. This is payable after the candidate has started after 30 days.

"Remuneration"

includes base salary only

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

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

2. **THE CONTRACT**

2.1. These Terms of Business and the attached schedule(s) ("the Terms") constitute the contract between the Agency and the Client for the supply of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Candidate or the passing of any information about the Candidate to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.4. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when introducing Candidates to the Client for direct Engagement by the Client.

3. **NOTIFICATION AND FEES**

3.1. The Client agrees:

a) To notify the Agency immediately of any offer of an Engagement which it makes to the Candidate.

b) To notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Agency together with any documentation evidence as requested by the Agency; and

c) To pay the Introduction fee, to be calculated in accordance with the provisions of this clause 3, within 14 days of the date of invoice.

3.2. Except in the circumstances set out in clause 5 below, no fee is incurred by the Client until the Candidate commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.4 The Introduction Fee is calculated in accordance with the attached Fee Structure Schedule based on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged at the standard rate on the fee.

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply with a minimum of 75% of the fee chargeable. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee (25% of the original annualised fee) based on the 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.

3.6 If the Client subsequently engages or re-engages the Candidate within the period of 6 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.

4. **REFUNDS**

4.1. If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the Candidate is made redundant) before the expiry of 12 weeks from the date of commencement of the Engagement, then subject to the terms of clause 4.2 the Agency will refund the Introduction Fee in accordance with the accompanying Scale of Refunds set out in the Schedule attached to the Terms.

4.2 In order to qualify for the refund set out in clause 4.1, the Client must comply with the provisions of clause 3.1, and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.

4.3. If the Engagement terminates before the expiry of 8 shifts from the commencement of the Engagement (except where the Candidate is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.

4.4. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

4.5. For the purpose of clause 4, the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever the latter is.

4.6. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 6 calendar months from the date of termination, then the refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

5. **CANCELLATION FEE**

If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason (other than receiving unsatisfactory references) to withdraw it, the Client shall be liable to pay the Agency a Cancellation Fee calculated in accordance with the Cancellation Fee Schedule below.

6. **INTRODUCTIONS**

6.1. Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.

6.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.

6.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

7. **SUITABILITY AND REFERENCES**

7.1. The Agency endeavors to ensure the suitability of any Candidate introduced to the Client by taking reasonably practicable steps to ensure that it would not be detrimental to the interests of either the Client or the Candidate, that both the Client and Candidate are aware of any requirements imposed by law or by any professional body, and confirm that the Candidate is willing to work in the position which the Client seeks to fill.

7.2. The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.

7.3 Notwithstanding clauses 7.1 and 7.2 above, the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Agency before engaging such Candidate. The Client is responsible for checking the Candidate's right to work and obtaining any work permits and/or permission to work as may be required by the law of the country in which the Candidate is Engaged to work. The Client is responsible for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.

7.4. To enable the Agency to comply with its obligations under clauses 7.1 and 7.2, and 7.3 above, the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate 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 the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

8. **SPECIAL SITUATIONS**

Where the Candidate is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Candidate, two references from persons not related to the Candidate who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Candidate is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

9. **CONFIDENTIALITY AND DATA PROTECTION**

All information relating to a Candidate is confidential and subject to the prevailing Data Protection legislation and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of any prevailing data protection in receiving and processing the data at all times. In addition, information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

10. **LIABILITY**

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

11. **LAW**

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

SCHEDULE: FEE STRUCTURE (Clause 3.4)

Remuneration	**Fee**
£0 - £29,999	15%
£30,000 - £49,999	17.5%
£50,000+	20%

SCHEDULE: SCALE OF CANCELLATION FEE (Clause 5)

The Cancellation Fee due in Clause 5 above is calculated as follows:

Remuneration	**Cancellation Fee**
£0 - £29,999	£1000
£30,000 - £49,999	£1500
£50,000 & Above	£2000

SCHEDULE: SCALE OF REFUND (Clause 4.2)

1. The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1, and 3.7 of these Terms of Business.

2. Where the Candidate leaves during the first 8 weeks of the Engagement, a refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1 and 4.2.

3. Refunds are processed subject to the agreed fee being paid within the agreed payment terms.

Period of Employment (in completed weeks)	**% of Introduction Fee Refunded**
Applicants do not start	100%
0 -2 weeks	100%
3 - 4 weeks	60%
5 – 6 weeks	40%
7 – 8 weeks	20%
9 – 12 weeks	No refund payable but JDR Recruitment Ltd. Will reduce the fee charged for subsequent Engagement of one applicant by 10%

4. There will be no refund where the Candidate's Engagement is terminated (or the Engagement would have terminated but for any period of garden leave or payment in lieu of notice) during or after the 8th week of employment.

ACCEPTANCE OF TERMS: I have read, understood, and agree to the content of the above in conjunction with the attached Terms and Conditions of Business for the Introduction of Permanent and Contract Staff.

Signed for and on behalf of:

(Full Legal Entity)

(Company Registration Number)

By:

(Please insert name in capital letters)

(Position within Company)

Signed for and on behalf of JDR Recruitment Ltd.