

## **Fees**

Clement May Ltd charge fees based upon the anticipated gross annual remuneration package including bonuses, car allowance, profit share and other identifiable financial benefits. All guaranteed bonuses will be included. Where bonuses are not guaranteed, they will be deemed to be two thirds of the likely bonus quoted to the candidate.

Where a company car is provided (as opposed to a car allowance) this will be deemed to have a value of £5,000. All joining inducements, disturbance payments and housing allowances will be deemed to be part of the package. A guarantee clause is applicable in all cases. Please refer to Terms and Conditions for details.

### **Fees:**

Up to £85,000 30%

£85,001 and above 33%

Database search or contingency fees are payable on successful completion of the assignment.

## **Retained Assignments**

Payment is split into three stages: the retainer fee is payable on acceptance of the assignment, the interim fee on presentation of shortlist, after acceptance of the assignment (whichever is sooner) and the final third will be billed upon completion of the assignment defined by acceptance from the successful candidate.

The completion fee will be adjusted for any salary changes.

All interview and travelling expenses and all agreed advertising costs will be charged to the client in addition to the fee.

## Terms and Conditions of Business For Permanent Placements

These terms and conditions of business apply where Clement May Ltd operating as an employment agency introduces the Client to an Applicant for the Client to take on as a Permanent Placement.

1. Interview or employment of any Applicant introduced shall be deemed an acceptance of these terms and conditions.
2. Clement May Ltd fees become due and payable by the Client immediately an Applicant introduced by Clement May Ltd has accepted employment by the client.
3. Where applicable VAT will be charged at the prevailing rate.
4. Advertising accounts are payable immediately and cancellations will be accepted only if given in time to claim a full refund from the relevant media. All related artwork and production charges are payable by the Client.
5. Unless otherwise agreed in writing, out of pocket expenses incurred by Applicants attending interviews on behalf of Clients are payable by the Client.
6. Where an Applicant has been submitted to a Client and,
  - (a) No initial employment results but the Applicant is subsequently employed by the Client up to twelve months after the initial introduction date,
  - Or
  - (b) An offer of employment has been made by a Client and is subsequently withdrawn by the Client after acceptance by the Applicant through no fault of the Applicant,
  - Or
  - (c) The Client introduces the Applicant to a third party resulting in employment of the Applicant.

In all such cases the Client shall pay Clement May Ltd the normal recruitment fee resulting from such employment.

7. Should the employment of any Applicant terminate within a period of Twelve weeks (including period of notice) from the date of such employment, we shall endeavour to seek a replacement at no extra cost to the Client provided that,
  - (a) The dismissal is justified, or the Applicant leaves of his/her own volition and not due to any redundancy measures,
  - (b) The invoice has been settled within seven days of the Applicant commencing employment or twenty-one days of the invoice date, whichever is the later.
8. Where an Assignment is accepted by both parties on a retained basis and the Client cancels the Assignment the whole fee together with any advertising and other agreed costs will become payable immediately. If within 90 days from cancellation, the Client request Clement May to commence the identical Assignment a credit will be allowed against the initial retainer fee.
9. When a Client hires an additional Applicant submitted within the shortlist on a retained Assignment, the full contingency fee at the appropriate rate is payable.

10. Whilst every effort is made to maintain a reliable and professional service no liability can be accepted by Clement May Ltd for any of our employee's negligence, dishonesty, misconduct or lack of skill.
11. No warranty or representation express or implied is given in respect of any Applicant introduced by Clement May Ltd to a Client. No liability can be accepted by Clement May Ltd for any failure of the Applicant to perform or comply with his/her terms of employment or for any loss, expense, damage or delay however occasioned arising from the introduction of the Applicant to the Client or his/her employment by the Client.
12. (a) Clement May Ltd do not and are not obliged to ask Applicants to supply personal or business references relating to their past employment or otherwise. If references are supplied by Applicants voluntarily Clement May Ltd accept no responsibility for checking the validity of such references.  
(b) Insofar as Applicants provide details of their medical history, present state of health, previous terms and conditions of employment, names and addresses of previous employers, periods of employment, circumstances in which previous employment terminated, criminal convictions, personal details, ability to work in the UK, work permits, qualifications or education generally, FM accept no responsibility for ensuring the details so provided are correct.  
  
(c) No representations are expressly or impliedly made as to the suitability of an Applicant for a particular position. The offer of employment to an Applicant, employment of an Applicant and the consequences thereof following the introduction of that Applicant by Clement May Ltd is entirely at the risk of the Client.  
  
(d) In the event that any details or information supplied by an Applicant or by a third party on behalf of an Applicant including, but without limitation to, past employers or personal referees, are found to be incorrect or misleading, Clement May Ltd can accept no liability for any loss, damage or cost which may thereby be occasioned.
13. If any of these terms is held by a Court to be illegal or unenforceable, that term will be severed from all other terms without affecting the validity or enforceability of all other terms.
14. If either party is prevented in the performance of this Agreement by an Act of God or by war riot, storm or any such other circumstances that are completely beyond the control of that party then that party will not be liable for such breach of that party's obligations under this Agreement.
15. No failure or delay in exercising any right or remedy will constitute a waiver of that right, and no waiver will be effective unless it is in writing and signed by that party.
16. These terms and conditions apply only where Clement May Ltd is trading as Clement May. If Clement May Ltd is trading under another brand these terms and conditions will not apply.
17. The laws of England shall govern any disputes over these terms and conditions. The parties submit to the exclusive jurisdiction of the English Courts.

**Acknowledgement**

**I accept the terms and conditions as set out in the enclosed document from Clement May Ltd**

**Accepted as of date below:**

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_