

## STANDARD TERMS AND CONDITIONS OF BUSINESS FOR PERMANENT EMPLOYMENT

### DEFINITIONS

**The Recruitment Consultancy “The Recruiter”:** Allen & York (Built and Natural Environment) Ltd Farrs House, Cowgrove Road, Wimborne, Dorset BH21 4EL

**The Client: Company** together with any subsidiary or associated Company to which the candidate is introduced

**Engagement:** The engagement, appointment, employment or use of the Recruiters’ Candidate or any other person Introduced by the Recruiters, whether directly or indirectly through another legal entity or person, and whether under a contract of service or for services or in any other capacity be it for a permanent or assignment position.

**Candidate:** Any third party introduced by the Recruiters to the Client

**Introduction:** The provision by the Recruiters of all or any details of a candidate, in oral or written format, in respect of which the Client has contacted the Recruiters or the Candidate and/or the Client has interviewed the Candidate or has initiated any other contact in response to receiving such Candidate details

**Remuneration:** Means annual base salary, and taxable emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. This includes but is not limited to any guaranteed bonus or commission payments, all allowances (including relocation and accommodation allowances) and company car / car allowance which is calculated at £5,000.

### THE CONTRACT

A1. These terms constitute the contract between the Recruiter and the Client and are deemed to be accepted by the Client by virtue of the introduction to, or the Engagement of a Candidate or the passing of information about the Candidate to any third party following an Introduction.

These terms contain the entire agreement between the parties and, unless otherwise agreed in writing by a Director of the Recruiter, these Terms prevail over any other Terms or purchase conditions put forward by the Client.

No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Recruiter and the Client and are set out in writing, with a copy given to the Client

A2. The Fee payable by the Client to the Recruiter for the introduction of a Candidate is calculated as presented in the Scale of Fees below, on the remuneration agreed between the Candidate and the Client. The Client will

disclose to the Recruiters full details of remuneration offered as soon as the engagement has been accepted.

### SCALE OF FEES AND PAYMENT

25% of TOTAL REMUNERATION plus VAT of the first 12 months of employment.

#### Payment terms – 14 days from candidate start date

Failure to inform the Recruiter of either a Temporary or Permanent placement whether the candidate was hired directly, indirectly or by a third party will result in a standard agreed placement fee of 35% of the anticipated base salary or £15,000 (whichever is greater).

A3. All introductions are confidential and the communication of an Introduction to a different employer, which results in an engagement, will render the Client liable to the FEE calculated in Clause A2.

A4. An introduction fee is calculated in accordance with Clause A2. This will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Recruiter, whether direct or indirect, within 12 months from the date of the Recruiter’s introduction. This applies regardless of whether or not the Client knew the candidate previously.

A5. The Recruiter is entitled to charge interest on invoiced amounts unpaid after the due date at the rate of 8% per annum above the base rate from the due date until the date of payment.

A6. In the event that any employee of the Recruiters with whom the Client has had personal dealings with, accepts an Engagement with the Client within 6 months of leaving the Recruiter’s employment, the Client shall be liable to pay an introduction fee to the Recruiters in accordance with Clause A2.

### SCALE OF REFUNDS

The Recruiters offer a refund scale which will compensate the Client where the Candidate leaves over a period of five weeks. Provided;

- I. The Recruiters’ Fees have been paid in full by the Client in accordance with the payment terms and Clauses A2 and A3; and
- II. Provided the Client has notified the Recruiter in writing within SEVEN DAYS of the termination of the Engagement

Refunds relate to permanent engagements only and are only for Clients who pay within the Client’s payment terms **(14 days)**

Week in which the Applicant leaves % Refund Due

1	100%
2	75%
3	50%
4	25%
5	10%

There will be no refund where the Candidate leaves after the 5<sup>th</sup> week of the Engagement.

A7. Should the Candidate's engagement be terminated within 5 weeks and subsequently reengaged on any basis whatsoever by the Client or by any subsidiary, associated or ties company within fifty two weeks of the termination of the engagement, a further FEE will be charged, calculated in accordance with Clause A2.

In the event of the Client cancelling the Engagement after an offer of an Engagement has been made to the Candidate the minimum fee of 7.5% of the Remuneration where the annual Remuneration is £20,000 or less and 10% of the Remuneration where the annual Remuneration is £20,001 or more will be charged.

**LIABILITIES**

The Recruiter shall not be liable under any circumstances for any loss, damage, expense suffered or incurred by the Client arising from or in any way connected with the Recruiters searching for a candidate for the Client or an introduction to the Client by the Recruiters of any

**We agree to these terms and conditions:**

Please Sign Here  
*(Black Ink Only)*

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Print Name

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Company Name

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Date: DD / MM / YYYY

Candidate or the Engagement of any Candidate by the Client.

**RESPONSIBILITIES**

The Recruiters can be relied upon to do their professional, level best to ensure the suitability of every candidate in accordance with statutory obligations, it is incumbent upon the Client, however to satisfy themselves as to the appropriateness and usability of a candidate. The Client is strongly urged to personally take up references and testimonials before any engagement. Furthermore, the Client shall always be responsible for obtaining work and other permits, for the arrangements of medical examinations and/or medical history enquiries, and satisfy any other statutory or legal requirement pertaining to their specific engagement.

The Client warrants that there will be no health and safety risk to the Candidate in working for the Client in the position concerned and if there are any such risks, the Client agrees to notify the Consultants in writing of the nature of such risks and what steps have been taken by the Client to minimise such risks.

The Client authorises the Recruiter to advertise the availability of the position which the Client engages the Recruiters to seek to fill.

**LAW**

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

Please see here for our: [Privacy Policy](#)




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Lester Lockyer

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Allen & York (Built and Natural Environment) Ltd

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22/04/2021