



**C&D House, College Court, Regent Circus, Swindon SN1 1PZ**

**CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF  
(TO BE DIRECTLY EMPLOYED BY THE CLIENT)**

All and any business undertaken by C&D Group Limited or any of its subsidiaries or associates (hereinafter called the “Company” is transacted subject to the conditions hereinafter set out each of which shall be incorporated or implied in any agreement between the Company and its Clients. In the event of conflict between these conditions and any other terms and conditions, the former shall prevail unless expressly agreed to the contrary by the Company in writing.

**1. DEFINITIONS**

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

“**Applicant**” means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant 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 Applicant is introduced;

“**Agency**” means [means C&D Group Limited of C&D House, College Court, Regent Circus, Swindon, SN1 1PZ, or any of its subsidiaries or associates;

“**Engagement**” means the engagement, employment or use of the Applicant 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 Applicant is an officer or employee

“**Introduction**” means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

“**Remuneration**” includes base salary or fees, 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 the Client provides a company car, a notional amount of [*specify*] will be added to the salary in order to calculate the Agency’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. 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 constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant 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 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.

**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 Applicant;
- b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
- c) To pay the Agency’s fee within 14 days of the date of invoice.



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- 3.2 Except in the circumstances set out in clause 3.4 below, the Client incurs no fee until the Applicant 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 14 days at the rate of 8% per annum above the base rate from time to time of HSBC Bank from the due date until the date of actual payment.
- 3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Fee Structure below, on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable. Fees charged for the introduction of candidates are calculated as a percentage of the commencement annual salary including weightings and any other taxable emoluments.

SALARY SCALE	FEE
Under £12,000	10%
£12,001 to £16,000	15%
£16,001 to £20,000	17.5%
£20,001 and over	20%

- 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 pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of the termination of the first Engagement the Client shall be liable to pay a further 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 Applicant within the period of twelve 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 In order to qualify for the following refund, the Client must have paid the Agency's fee within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination,

Not Exceeding Two Weeks	90% *
Not Exceeding Three Weeks	70% *
Not Exceeding Four Weeks	50% *
Not Exceeding Six Weeks	30% *
Not Exceeding Nine Weeks	20% *
Not Exceeding Twelve Weeks	10% *

\* Please note that if a discounted fee is agreed, the rebate structure will not be valid.

**5. CANCELLATION FEE**

- 5.1 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 Agency a minimum fee as indicated on the Scale of Refunds in clause 4.1.

**6. INTRODUCTIONS**

- 6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant 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 Applicant 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 Applicant 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.



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6.4 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.

## **7. SUITABILITY AND REFERENCES**

- 7.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work to work in the position which the Client seeks to fill.
- 7.2. At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

## **8. LIABILITY**

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

## **10. LAW**

- 10.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England

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**Signed for and on behalf of C&D Group Ltd.**

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**Dated**

**Signed for and on behalf of the Client.**

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**Dated**