



Listen

Recruitment

Highlighting potential

Terms and conditions of business for the supply of staff

- 1 These Terms and Conditions of Business are between Listen Recruitment acting as an employment agency (hereinafter called the Company) and the person, firm or corporate body (hereinafter called the Client) and are deemed to be accepted by the Client by virtue of introducing an Applicant's details, an interview arranged (whether conducted in person, via telephone or any other medium) or Engagement (which term includes employment or use, whether under a contract of service or for Services, or under an agency, licensee, franchise or partnership agreement) of an Applicant.
- 2 The Client agrees to notify the Company immediately upon Engagement of an Applicant being agreed and to provide a copy of the offer letter or contract of employment.
- 3 The fees (plus VAT) in accordance with clause 9 are payable to the Company by the Client for the introduction of the Applicant based upon the Remuneration Package for the first year of Engagement are as follows. Remuneration Package includes all salary, guaranteed bonuses, allowances, payments and other taxable emoluments payable to or receivable by the Applicant for Services Rendered to or on behalf of the Client. Fees for part time positions shall be calculated as a percentage of the full time salary and then reduced to hours worked.

Up to £15,999	15%
£16k - £24,999	20%
£25k +	25%

Where a company car is provided £4,000 will be added to the salary for the purpose of calculating the fee.
- 4 For Retained Assignments the Company's fees shall be payable in the following instalments;
One third upon acceptance of Client's instructions
The final instalment upon commencement of the Engagement

In the event that the Client terminates a retained assignment before its conclusion, the Client shall pay the Company a cancellation fee equivalent to one third of the retained fee in addition to any sums already paid or incurred by the Client prior to termination.
- 5 For all advertising undertaken specifically for the Client, costs will be agreed in advance and charged to the Client. Payment will be due as soon as the advertisement space is booked with the chosen media.
- 6 An introductory fee calculated in accordance with the Company's scale of fees as outlined in paragraph 3 will be charged if any Applicant engaged as a consequence of or resulting from an introduction by or through the company, even though the introduction may be made indirectly.
- 7 In the event that any Applicant is rejected by the Client or the Applicant rejects an offer of Engagement, if the applicant is subsequently engaged by the client within twelve months of the date on which the Applicant is introduced to the client, the client shall pay the introductory fee to the Company in accordance with the scale of fees outlined in paragraph 3.
- 8 The rebate/replacement structure for permanent staff terminating their employment within ten weeks of the commencement of employment shall be as follows, provided that;
 - 8.1 the termination is due to lack of capacity or misconduct or the Applicant leaves of his/her own volition and not due to redundancy, pregnancy, or ill health.
 - 8.2 the Client notifies the Company in writing of the termination within seven days of termination; and
 - 8.3 the Client or its subsidiary or associated company shall not employ the Applicant within twelve months from the date of such termination; and
 - 8.4 all monies due from the Client have been paid in accordance with these Terms and Conditions as set out in paragraph 9; and
 - 8.5 all details of Remuneration Package to the Applicant were fully and accurately disclosed to the Company at the time of Engagement.



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The Company shall endeavour to find a replacement. In the event of the Applicant's remuneration package differing from that of the original applicant, then a balancing invoice or credit will be issued.

The rebate structure shall be as follows;

Up to 4 weeks	50%
5 – 10 weeks	25%

- 9 The Fee becomes payable immediately upon commencement of Engagement of the Applicant. The Client agrees to pay the fee of the Company within seven days of the invoice. In the event that payment is received after the seven days the rebate terms referred to in paragraph 8 become invalid.
- 10 The Company endeavours to ensure the suitability of any Applicant 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 in the position which the Client seeks to fill. The Client shall be responsible for taking up employment references and investigations into the medical history of any Applicant before engaging such Applicant.

- 11 The Company can accept no liability whatsoever on behalf of the Client, or it's subsidiary or associated company for any loss, damage, costs or expenses howsoever caused which the Client may suffer, or for which the Client may become liable arising out of or in connection with, or as a result of introduction to the Client or the Engagement of an Applicant.
- 12 These terms are the sole condition under which business between the Company and the Client shall operate and may not be varied in any way without the prior written agreement of a Director of the Company.

I agree to the above Terms and Conditions

Name

Job Title

Company

Signature

Date
