



## TERMS & CONDITIONS OF BUSINESS

These terms and conditions shall apply to all business undertaken by Pip Consultancy for any person, company or other form of business ('Client') in respect of the recruitment of permanent members of staff including those on fixed or short-term contracts. By granting an individual introduced or put forward by Pip Consultancy ('a Candidate') an interview and/or by the engagement (which includes employment or use whether under a contract of service or for services) of any Candidate, the Client shall be deemed to have accepted and agreed to be bound by these terms and conditions, which constitute the entire agreement between the parties, supersede any previous agreements and may not be modified or varied unless agreed in writing by Pip Consultancy.

1. The Client shall pay a fee ('Introduction Fee'), which shall be invoiced on the day a Candidate commences employment with or otherwise works for on behalf of the Client ('Commencement Date'). The Introductory Fee shall be calculated in accordance with the scale of fees shown below plus VAT at the then prevailing rate.
2. In the event that any Candidate should subsequently be introduced by the Client to any subsidiary or associate company of the clients ('Third Party') within the period of twelve calendar months from the date of introduction by Pip Consultancy, a full fee in accordance with the scale of fees will apply.
3. In the event that any Candidate, who is rejected by the Client or who rejects an offer of employment from the Client, is then employed within a period of twelve calendar months of the date of introduction by Pip Consultancy, then a full fee in accordance with the scale of fees will apply.

#### 4. **Scale of fees**

No introductory fee is payable by the Client for the recruitment service unless a Candidate introduced by Pip Consultancy commences employment with or otherwise works for on behalf of the Client (subject to clauses 1, 2 & 3 of the terms and conditions above). All introductory fees are expressed as a percentage of the first year's gross salary package to include bonuses, commission, the value of any car provided at the rate of £3,000 per annum or any car allowance and any other benefits payable to the Candidate ('Gross Salary Package'). Introductory fees for Candidates for part time hours shall be calculated on a full time equivalent salary and then prorated to reflect the reduced hours.

#### **Introduction Fees based on the Gross Annual Salary Package**

Up to £14,999	15%
£15,000 - £24,999	20%
£25,000 - £39,999	25%
£40,000 and above by negotiation	

The above fees are exclusive of VAT.

5. Client shall be liable to pay Pip Consultancy within fourteen days of the invoice date.
6. Pip Consultancy reserves the right to charge interest on all invoiced amounts outstanding after the due payment date, the rate of 4% above the base rate per annum will be charged from the due date until the actual date of payment.
7. Pip Consultancy will endeavour to ensure the suitability of any Candidate introduced to the Client and maintain the high standard of service and integrity, but Pip Consultancy makes no warranty, expressed or implied, as to the suitability of any Candidate introduced to the Client. The Client shall satisfy itself as to the suitability of any Candidate prior to employment and shall take up references provided by the Candidate before engaging such Candidate (including the confirmation of any professional or academic qualifications). Where necessary, the Client shall be responsible for obtaining work permits and other permits for the arrangements of medical examinations and/or investigations in to the Candidate's medical history. The Client shall comply with all statutes, by-laws and legal requirements relevant to the employment of the Candidate.

8. Pip Consultancy will not be liable for any losses, liabilities, damages, costs, claims, demands or expenses suffered or incurred by the Client relating to the recruitment, employment or engagement of any Candidate by the Client, or the introduction of any Candidate by the Client to any Third Party.
9. In the event of any Candidates' terminating their employment or their employment being terminated within a period of twelve weeks (including notice period) from the date of commencement of their employment, other than for reasons of redundancy and providing the dismissal is lawful, Pip Consultancy will find one replacement Candidate at no extra cost to the Client, provided the Client notifies Pip Consultancy in writing within seven days of the termination.

In the event that Pip Consultancy is unable to find a suitable replacement Candidate, within twelve weeks of the notification of termination, and provided the Client does not employ the services of any other recruitment agency or cause unreasonable delay in the interviewing process, then the Client shall receive a credit calculated in accordance with the appropriate rebate scale set out below, against the Introduction Fee payable under Clause 4.

#### **Guarantee**

Service up to 1 week - 90% refund  
3 to 4 weeks service - 50% refund  
9 to 12 weeks service - 10% refund

1 to 2 weeks service - 75%  
5 to 8 weeks service - 25%  
thereafter - no refund

No refund shall be made in the event that the Client does not replace the Candidate. To qualify for rebates the original invoice and all monies due must have been paid in accordance with Clause 4.

10. Should a Candidate be re-engaged by the Client after receiving a rebate, within a period of twelve months from the date of Termination, then a full fee in accordance with the scale of fees will apply.
11. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
12. These Terms and Conditions of Business shall be governed and construed according to the law of England and shall be subject to the jurisdiction of the English courts.