

TRG Terms of Business for the Supply of Permanent Staff

1. GENERAL

- (a) Definitions:
- (i) "TRG" shall mean Total Recruitment Specialists Limited trading as TRG.
 - (ii) A "Client" shall mean any person, firm or organisation or associated organisation to whom TRG have introduced a candidate.
 - (iii) A "Candidate" shall mean anyone, including members of TRG's staff introduced by TRG to a Client.
 - (iv) An "interview" shall represent any contact between a client and a candidate whether in person, via email, telephony or video-conferencing facilities.
 - (v) TRG will be acting as an Employment Agency for the purposes of these Terms of Business.
- (b) The Client is deemed to have accepted these terms of business by agreeing to interview, interviewing or engaging without an interview, a Candidate for employment, introduced by TRG.
- (c) A Candidate is deemed to have been introduced to the Client when the Client has been provided with the name of a Candidate who is seeking employment.
- (d) TRG comply with the provisions of the Data Protection Act 1998 and expect the Client who receives any document or communication from TRG to do so in respect of the contents. TRG will not accept responsibility for the failure by the Client to do so in respect of any documents or communication sent to them by TRG.
- (e) The person interviewing on behalf of the Client warrants that he/she is duly authorised to agree these terms and conditions on behalf of his/her company or employer.
- (f) TRG endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate 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 Candidate is willing to work in the position which the Client seeks to fill.
- (i) At the same time as proposing a Candidate to the Client TRG shall inform the Client of such matters in Clause (f) as they have obtained confirmation. 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 Holidays) following save where the Candidate is being proposed for a position which is the same as one in which the Candidate has worked within the previous five business days and such information has already been given to the Client.
 - (ii) TRG endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
 - (iii) TRG endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.

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- (iv) Notwithstanding clauses f (i), (ii) & (iii) above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or TRG before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be require, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, any satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- (v) To enable TRG to comply with its obligations under f (i), (ii) & (iii) above the Client undertakes to provide to TRG details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.
- (g) The Client shall notify TRG immediately when a Candidate introduced by TRG is engaged by the Client.
 - (i) If the Client interviews a candidate for employment and subsequently agrees to engage or make use of a Candidate within twelve months of introduction by TRG, the client will be liable for the full introduction fee.
 - (ii) If the Client or a member of the Client's staff, refers a Candidate introduced by TRG to a third party, and within twelve months of introduction to the Client, the third party engages the Candidate in any capacity by any means, the Client will be liable for the full introduction fee at the date of notification or discovery by TRG if not notified. Interest at 4% above the base rate of LLOYDS TSB, will be charged from the date of appointment until the receipt of full payment of the invoice without concession.
 - (iii) If details of the Candidate's salary and all other terms of employment have not been received by TRG within seven days of notification or discovery, TRG will estimate the Candidate's salary based on current market rates. The estimate will be binding.
- (h) If any employee of TRG accepts any offer of permanent employment from the Client, associated company or subsidiary thereof within six months of commencement of the successful Candidate's employment (including the reintroduction by or use through another employment agency or Consultancy) TRG will invoice the Client for a recruitment service fee amounting to 40% of the first years gross salary (excluding benefits, bonuses & overtime).

2. PLACEMENT TERMS

- (a) Subsequent to the acceptance by a candidate of an offer of employment from the client TRG will send to the Client a 'Confirmation of Offer' form setting out the exact details of the placement fee to be invoiced and any other relevant information. This form must be signed and returned by fax or post to TRG prior to the candidates agreed start date.
- (b) Payment terms are strictly fourteen days from the date of invoice, these payment terms shall hereafter be known as the Agreed TRG Payment Terms.



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- (c) TRG reserve the right to charge interest on all overdue invoices raised from the date of invoice until the date of payment calculated at 8% above the current base rate of LLOYDS TSB.
- (d) TRG reserve the right by concession not to charge the client interest on the amount of the invoice if cleared funds are received in payment by TRG within the Agreed TRG Payment Terms.
- (e) TRG reserve the right that in the event that payment on any one or more invoices has not been received by TRG at the address above within the Agreed TRG Payment Terms, interest at the prescribed rate will be payable by the Client in full on all outstanding invoices.
- (f) Fees are calculated as a percentage of the Candidate's first year guaranteed gross remuneration. This includes all emoluments that form gross taxable pay, including all salary, payments, shift allowances, location weighting, and call out allowances. The fee is payable upon commencement of the Candidate's employment
- (g) For each Candidate supplied by TRG and subsequently employed by the Client a recruitment fee is charged:

Gross Remuneration First Year

Remuneration up to and including £19,999	20%
Remuneration between £20,000 and £39,999	25%
Remuneration above £40,000	30%

- (h) VAT is payable on all fees at the prevailing rate.
 - (i) In the event that a Candidate's employment with the Client is terminated for any lawful reason other than redundancy within the first 2 weeks of employment then, provided the recruitment fee has been paid within the Agreed TRG Payment Terms, TRG will use our best endeavours to supply the Client with a replacement Candidate at no further charge to the Client. In the event that no suitable candidate is found within one calendar month TRG shall refund to the client 100% of the recruitment fee. If the Candidate's employment is terminated for any lawful reason other than redundancy between the 3rd and 6th weeks of employment TRG will offer to the client a rebate based on the periods set out below, provided that the Client supplied to TRG satisfactory notification in writing of the termination and the reason therefore within seven days of such termination. There will be no rebate whatsoever or replacement Candidate if the Agreed TRG Payment Terms have not been met.

Duration of Employment	Percentage Scale of rebate
3-6 weeks	50% of recruitment fee

- (j) If the Client retracts an offer of employment made to the Candidate before the start date, and subsequent to the Client having signed the TRG Confirmation of Offer form, then TRG shall be entitled to invoice the Client for an administration fee amounting to 25% of the Placement fee
- (k) TRG does not recognise trial or probationary periods for candidates

3. ADVERTISING ARRANGEMENTS

Recruitment fees and other terms of business for advertising assignments will be agreed with the Client in writing prior to the commencement of an assignment. The Client will be responsible for payment of all advertising costs at the agreed rate.



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4. VARIATION

- (a) No Variation of these terms of business is valid without the written agreement from TRG. Any agreed variation will be confirmed on the Confirmation of Offer form. If any conflict arises between these terms of business and any other terms of business then these terms of business shall prevail unless expressly otherwise agreed in writing by TRG.
- (b) If the Confirmation of Offer is not signed and returned prior to the Start Date TRG may at our discretion rescind any previously agreed amendments to fees, payment conditions and rebates and work to the Standard Terms set out in these Terms of Business.

5. ENGLISH LAW

The Terms & Conditions shall be deemed to have been made in England and shall be governed and construed according to English Law.

DECLARATION

I have read, understood and agree to these TRG Terms of Business.

Signed by:

Date:

For and on behalf of THE CLIENT

