



Terms of Business for Red Recruitment Ltd – Permanent Recruitment Services

This Agreement is made between Red Recruitment Ltd, an employment agency (hereinafter to be referred to as Red Recruitment) and the Client (hereinafter to be called 'The Client').

1. Red Recruitment will introduce Candidates to the Client for appointment by the Client. Once an appointment takes place Red Recruitment's fee becomes payable.
2. With the introduction of a candidate, the terms of this Agreement are deemed to have been accepted by the Client.
3. These terms shall constitute the only contract between Red Recruitment and the Client and can only be varied by the written Agreement of both Red Recruitment and the Client.
4. Any amendments to these Terms of Business can only be approved by a Director of Red Recruitment and any amendment must be confirmed in writing by one of them in order to be valid.
5. An introduction is deemed to have taken place by the provision of any information about a candidate to the Client, which allows the candidate to be identified, regardless of whether or not the Client knew the candidate prior to the introduction. Following an introduction, if the Client is already communicating with the candidate in relation to a possible appointment then the Client must inform Red Recruitment immediately. If the Client continues to use Red Recruitment to provide services with regard to this candidate and the Client appoints the candidate, a fee will become due. If it is unclear or ambiguous as to how the Client learned about the candidate for the first time, the Client will be responsible for providing evidentiary documentation on Red Recruitment's demand.
6. To enable Red Recruitment to introduce suitable Candidates, the Client must provide Red Recruitment with all relevant information on its vacancies including the anticipated start date, the position and type of work required, the experience, training and qualifications necessary for the position, the anticipated salary and benefits package, employee/employer notice period requirements and any known risks to health and safety.
7. Information relating to any Candidate is supplied on a strictly confidential basis and may only be used by the Client in connection with this Agreement.
8. An appointment takes place once the Client offers employment, whether on a temporary or permanent basis, to the candidate and the candidate accepts such employment and whether or not such an appointment is conditional upon the successful completion of a probationary period. Should an appointment take place then a fee shall be payable.
9. Should the Client fail to advise Red Recruitment of the appointment within 14 days of the start date, a fee becomes payable of 30% of the anticipated first year's remuneration of the Candidate or £10,000, whichever is the greater. Under these circumstances, no rebate period shall apply.
10. If an appointment of a Candidate is made by the Client within 12 months of the initial introduction or any subsequent reintroduction by Red Recruitment then the fee shall become payable to Red Recruitment. If the Client appoints any candidate that they have discussed with Red Recruitment, in any way, in the 12 months prior to the appointment but they feel no fee is payable then the Client should contact Red Recruitment to inform them of the appointment so as to avoid any future dispute arising.
11. Information relating to candidates is strictly confidential. If an appointment takes place by a third party as a direct result of the Client having given information relating to the Candidate to the third party the Client shall be liable to pay a fee of 30% of the anticipated first year's remuneration of the Candidate or a fee of £10,000, whichever



- is the greater. A third party includes but is not restricted to any associated company, subsidiary or other company with which the Client is connected.
12. The Client is obliged to advise Red Recruitment of the total remuneration offered to the candidate immediately an offer of employment has been made by the Client to the candidate.
 13. Should an offer concluding a main contract be retracted prior to the candidate joining the Client, then the Client shall be liable for an administration fee of £1,500 whether or not the candidate was known previously by the Client.
 14. Red Recruitment's fee becomes payable on the start date of a candidate appointment. The fee is calculated as a percentage of the anticipated first year's total remuneration of a Candidate which means a Candidate's taxable gross remuneration including, but not limited to all guaranteed income, shift allowance, car allowance, relocation allowance and weighting allowance. The Client shall provide to Red Recruitment a full statement of the total remuneration to be received by a Candidate.
 15. Red Recruitment's fee is calculated as 15% of the first year's guaranteed gross taxable remuneration.
 16. An invoice is payable within 7 days of its date of issue and the Client agrees to supply Red Recruitment with any required Purchase Order in advance of the start date. Compensation payments and statutory interest will be due from the Client to Red Recruitment on the sum due (calculated monthly) in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended). If Red Recruitment incurs any legal or non-legal costs as a result of non-or late payment of invoice, the Client will become liable to pay such costs.
 17. If the appointment of a Candidate is terminated within 12 weeks of the commencement of his/her employment with the Client a rebate of the fee will be paid by Red Recruitment to the Client according to the following scale:
 - 0-4 weeks 100% rebate of the placement fee
 - 5-8 weeks 75% rebate of the placement fee
 - 9-12 weeks 50% rebate of the placement fee

No rebate shall be payable if:

- I. an appointment is rescinded for no good reason;
 - II. Red Recruitment is not notified in writing within 7 days of the termination of the appointment together with the reason(s) for it;
 - III. the fee is not paid to Red Recruitment within 7 days of the tendering of the invoice;
 - IV. the cause of termination has no bearing on the Candidate's qualifications, capability or conduct;
 - V. the Candidate is made redundant.
 - VI. the position for which the candidate was recruited no longer exists or no longer exists in its former capacity
18. Red Recruitment does not personally obtain references pertaining to a particular candidate, unless requested. Red Recruitment takes no responsibility for any loss, damage or delay caused by the candidate. The Client is responsible for ensuring the suitability and capability of a candidate for employment and for taking references to verify skills, qualifications, integrity, the necessity of any work permits and the satisfaction of any medical requirements.
 19. This Agreement shall be construed in accordance with English law and the parties agree to submit to the jurisdiction of the English courts.