

## Standard Terms of Business for Recruitment Services

These Terms of Business are between IT Connections (subsequently called The Company) and the organisation requesting services (the Client) and cannot be varied without consent of a Director of The Company. The Company reserve the right to make changes to these terms and conditions at any time.

### **Acceptance of Terms**

These Terms are considered to have been accepted by The Client upon the first introduction of an applicants CV that results in an interview or engagement by The Client of an applicant.

The Company shall not be liable under any circumstances for any expense, loss or damage incurred or suffered by The Client due to introduction or engagement arising from or connected in any way with The Company seeking an applicant for The Client.

### **Engagement of Candidates**

A fee becomes due to The Company from The Client when The Client engages or uses the services of any applicant introduced to The Client, directly or indirectly, by The Company within one year of that introduction or when The Client refers for employment any applicant introduced to The Client by The Company to any third party resulting in an engagement within one year of the introduction of that applicant. The Client agrees to immediately inform The Company an engagement is accepted. The term applicant refers to the person introduced to the Client by the Company, including any person referred to The Client by the applicant and any member of the Companies own staff.

### **Employed Candidates**

#### **Fees**

The fee payable to The Company by The Client for the introduction of an applicant who becomes employed by the Client is a percentage of the applicant's initial annual salary plus any other guaranteed emoluments payable within the first year of the applicant's appointment by The Client.

This includes any guaranteed bonuses paid during an applicant's first year of employment by The Client. When The Client gives the benefit of a Car or Car Allowance, The Company will levy £4,000 or the annual value of the Car Allowance, whichever is higher, onto the applicant's initial annual salary for the purpose of calculation of the fee payable to The Company by The Client.

For fees paid within 30 days of the due date The Company will charge a percentage rate of 20.00%. VAT at the current rate is also payable.

Should an engagement be terminated during the first 60 days, except due to redundancy, The Company will give a rebate to The Client under the following scale:

0 to 15 days	80%
16 to 30 days	60%
31 to 45 days	40%
46 to 60 days	20%

The rebate facility becomes void if payment is not received within 30 days of the due date.

### **Contract Candidates**

#### **Fees**

Contract candidate fees are agreed on an individual basis and subject to a separate Engagement Contract detailing fees and duration of contract etc.

### **All Candidates**

#### **Data Privacy**

In agreeing to accept services from the Company you also agree with our GDPR Agreement for the Sharing of Data.

#### **Payment**

The Company may on any fees which are not paid within 30 days of the due date charge interest. Interest will be charged at the rate of 4% above the base rate of Barclays Bank plc.

### **Suitability of Applicants**

The Client shall take the necessary steps to satisfy themselves with regard to the suitability of any applicant The Client shall also take up any references provided by the applicant before engagement. The Company endeavours to ensure the suitability of any applicant introduced to The Client.

