

## PERMANENT RECRUITMENT

### TERMS AND CONDITIONS OF BUSINESS

#### 1. General

- 1.1 The following terms and conditions ("the Terms") constitute the entire contract between max20 Recruitment any subsidiary or associated company ("max20 Recruitment") and any person, organisation or company ("the Client") who employs (such word to include "engages" throughout these terms) an applicant introduced by max20 Recruitment, on a permanent basis.
- 1.2 These terms and conditions herein set out are to be incorporated or implied in any agreement between max20 Recruitment and the Client. In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly otherwise agreed by max20 Recruitment in writing.
- 1.3 The arrangement of an interview of an applicant introduced by max20 Recruitment, whether effected by max20 Recruitment or directly by the Client, shall be deemed to be acceptance of and agreement to these terms and conditions by the Client except where max20 Recruitment is retained by the Client for a specific assignment. Our fees will be charged whether or not the Client knew of the applicant previously.

#### 2. Services

- 2.1 The service supplied by max20 Recruitment for an introduction is given by the transmission of C. V's and/or arrangement of an interview by max20 Recruitment for the client. No money is payable in advance and payment becomes due on the hiring by a client of an applicant subsequent to an introduction.

#### 3. Fees

- 3.1 Charging differs between the fees for an introduction to the client and for a search assignment of an applicant for a client.
  - 3.1.1 max20 Recruitment's fees become payable on the appointment of a candidate. All fees quoted are exclusive of VAT which will be charged at the current rate.

max20 Recruitment's fees are calculated as follows:

max20 Recruitment, Fairbank House, 27 Ashley Road, Altrincham WA14 2DP

T: +44 (0)161 941 5026 | F: +44 (0)161 928 5281 E: [info@max20.com](mailto:info@max20.com) | W: [www.max20.com](http://www.max20.com)

Band	Salary	%Fee
1-5	£15,404 - £28,746	17.5%
6-7	£26,565 - £41,787	20%
8a, b, c, d	£40,428 - £83,258	22.5%
9	£79,415 - £100,431	25%

3.2 Any agreed advertising for a Client by max20 Recruitment will be charged at cost. Invoices for items such as advertising and expenses will be issued as costs are incurred and are payable on receipt.

3.3 Temporary / Contract appointments - max20 Recruitment will issue a separate set of terms for contract engagements upon commencement. A copy is available for review upon request.

#### 4. Confidentiality

The introduction of an applicant to the Client is confidential between the two parties and as such should any applicant be introduced by the Client to a third party resulting in an engagement by that third party then the Client to whom the original introduction was made will be liable to pay all max20 Recruitment's fees as if they had engaged the candidate themselves.

#### 5. Payment

5.1 The company's invoice will be submitted upon acceptance of employment by the applicant and is payable in full within 14 days of the applicant commencing employment. There is a minimum fee of £3,000, before VAT, irrespective of the said remuneration. If for any reason, a reduction in our standard fee is agreed, this reduction will only apply if the invoice is settled within the agreed payment period.

5.2 All advertising placed on behalf of the Client will be invoiced separately and, as such invoices must be settled within seven days of the date of the invoice irrespective of the date of insertion of the advertisement. Advertisement invoices not settled in full within seven days will attract interest at the rate of 2.5% per month above the base rate of Bank of England from the date of invoice to the date of payment.

## 6. Candidate's Suitability

- 6.1 max20 Recruitment shall endeavour to ensure the suitability of an applicant and to maintain a high standard of service and integrity, but makes no warranty, expressed or implied, as to such suitability.
- 6.2 max20 Recruitment shall not be liable to the Client for any loss, liability, damages, costs, claims or expense suffered or incurred by the Client arising from or connected with the recruitment or engagement of any applicant howsoever arising.
- 6.3 The Client shall be responsible for verifying the candidate's references before an offer of employment is made and to satisfy themselves as to the candidate's qualifications, work record, medical health and general integrity.
- 6.4 The Client shall be responsible for obtaining work and/or other permits for the applicant and shall satisfy himself as to the suitability of any applicant prior to any engagement.

## 7. Related Employment

- 7.1 If an applicant is employed by the Client within twelve months of the date upon which max20 Recruitment introduced the applicant to the Client a fee in accordance with clause 3.1.1 will be payable.
- 7.2 If an applicant introduced by max20 Recruitment is employed by an associated company or organisation of the Client or anyone to whom details of the applicant have been passed by the Client, within a period of twelve months of the introduction by max20 Recruitment the fees set out in clause 3.1.1 hereof shall be payable by the Client and shall, for the purposes of these Terms be deemed to have employed the applicant.
- 7.3 Clause 7.1 and 7.2 shall apply even if the applicant has been brought to the attention of the client by other means during the intervening period from the introduction by max20 Recruitment, e.g direct internet applications, trade fairs etc

## 8. Rebate

- 8.1 If an applicant introduced by max20 Recruitment leaves the Client's employment at his/her own accord or their employment is otherwise terminated for any reason (except redundancy, reorganisation or reduction in

staff) within eight weeks of commencement of employment, max20 Recruitment, will make a refund to the client, as follows: -

FULL WEEKS WORKED	REFUND RATE
up to 1	90.0%
" 2	80.0%
" 3	70.0%
" 4	60.0%
" 5	50.0%
" 6	30.0%
" 7	20.0%
" 8	10.0%
over 8	Nil

8.2. The refund, as per clause 8.1, will be made providing that the following conditions have been met: -

- i) The Company's invoice has been paid in accordance with clause 5 above;
- ii) The Company has been notified by the Client in writing within 72 hours of the applicant giving or receiving notice to terminate the employment or of the employment actually terminating (if no notice is given or received).
- iii) The termination is not due to redundancy.

9. Jurisdiction

These terms and conditions shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Court.