

**TERMS OF BUSINESS – PERMANENT STAFF / FIXED TERM CONTRACTS
SIGMA RECRUITMENT LTD**

FOR THE INTRODUCTION OF STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

DEFINITIONS

In These Terms of Business the following definitions apply:

“Client”	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced;
“Applicant”	means the person introduced by the Company to the Client for an Engagement including any members of the Company’s own staff;
“Introduction”	means the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant.
“Remuneration”	means gross annual remuneration payable, and will usually be the Applicant’s starting salary.
“Engagement”	means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement;
“Company”	means Sigma Recruitment Ltd “acting as an employment agency”

1. FEES

1.1 Fees for the introduction of permanent staff are invoiced as follows:-

15% of gross annual remuneration + VAT (20%)

1.2 For the avoidance of doubt the above includes shift allowances and any guaranteed bonus paid to the candidate.

1.3 For temporary or fixed term contracts the fee will be pro rata, with additional fees due for contract extensions. If a candidate is made permanent then the remainder of the full fee will be deemed due.

- 1.4 Standard fees are 15% of gross annual remuneration, any discounts offered are subject to the client paying the invoice in full within 14 days. If full payment is not received within this time scale then standard fees (15%) will apply and an additional invoice will be raised.

2. REBATES

- 2.1 Rebates apply as outlined in the following table, the client must make the company aware of the applicants termination, in writing and within seven days to qualify for the rebate. Invoices must also be paid in full and within 14 days to qualify for a rebate, if payment is not received within 14 days then all rebates are null and void.

Employment Length	Rebate %
Up to 2 weeks	80%
2 to 4 weeks	50%
4 to 6 weeks	25%
6 to 8 weeks	12.5%
8 to 12 weeks	7.5%

- 2.2 For temporary or fixed term contracts the rebate period will be pro rata in line with the fee.

3. THE CONTRACT

- 3.1 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, interviewing of, or the Engagement, of an Applicant.
- 3.2 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of the Company.
- 3.3 Unless otherwise agreed in writing by a Director of the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

4. NOTIFICATION

- 4.1 The Client agrees:
- a) to notify the Company immediately of any offer of an Engagement which it makes to the Applicant;
 - b) to notify the Company immediately that its offer of any Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and
 - c) to pay the Company's fee within 14 days of the date of invoice.
- 4.2 No fee is incurred by the Client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.
- 4.3 The company reserves the right to charge interest on over due invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the base rate from time to time of the Bank of England, from the due date until the date of actual payment.

5. INTRODUCTIONS

- 5.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause 1.1 with no entitlement to any refund.
- 5.2 An introduction fee calculated in accordance with clause 1.1 will be charged in relation to any Applicant engaged within 6 months from the date of the company's introduction. It is the responsibility of the Client to notify the Company within 3 working days if they have already been introduced to the applicant via another source at the point of the Companies introduction. For the avoidance of doubt the introduction fee will occur regardless of what position the Applicant is employed in even if this is a different position to which the Company originally introduced the Applicant for.

6. SUITABILITY

- 6.1 The Company endeavours to ensure the suitability of any Applicant introduced to the Client, in terms of requisite skills, experience and company "fit". Notwithstanding this, the Client shall satisfy itself as to the suitability of the Applicant and shall take up any references provided by the Applicant and/or the Company before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

7.0 LIABILITY

- 7.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the Client or from the Introduction to or Engagement or any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

- 8.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.