

Terms of Business (operating as an Employment Agency)

These Terms of Business together with our Conditions of Business set out the terms and conditions of business on which it is agreed that Berkeley Scott Ltd (BSL) shall provide permanent recruitment services to the Client.

Rate Terms

Fees are outlined below.

Remuneration	Fees
Up to £29,999	20%
£30,000- £59,999	25%
£60,000+	30%

Guarantees

Our rate offers exceptional money-back guarantees as outlined below

Period	Rebate
0-2 Weeks	80%
3-4 Weeks	50%
5-8 Weeks	30%
9-10 Weeks	10%

Guarantees are only valid in the event that fees have been paid in line with BSL's credit terms (see Conditions of Business).

In order to benefit from guarantees, Berkeley Scott Ltd must be advised in writing of Candidate's departure within 7 days of departure date.

In the event that a Candidate leaves due to the reasons of redundancy or restructuring, these guarantees will not apply.

These Terms of Business must be read in conjunction with our Conditions of Business

Conditions of Business (operating as an Employment Agency)

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions of business the following definitions apply:

"Client" means the person, firm, company or entity, together with any subsidiary or associated company as defined by the Companies Act 2006, to whom a Candidate is supplied or introduced by BSL.

"Candidate" means any individual on whose behalf BSL effects an Introduction to the Client, whether directly or through an intermediary, including any officer or employee of the Candidate if the Candidate is a limited company.

"Placement" means the engagement, employment or use of the Candidate by the Client or any third party whether on a permanent, temporary or fixed term basis under an agency, licence, franchise, partnership or engagement, including an arrangement via a limited company intermediary within a period of 12 months from the date of Introduction.

"Introduction" means the Client's interview of a Candidate in person or by telephone, following the Client's instruction to BSL to search for a Candidate for a Placement; or the passing to the Client of a curriculum vitae or other information which identifies or enables identification of a Candidate and (in either case) where there is a subsequent Placement. For the avoidance of doubt if a Client claims a Candidate is known to them or has already been introduced to them prior to BSL's introduction, the Client must demonstrate this, in writing, within 7 days of receipt of a CV from BSL. This must be in the form of a formal written application from the Candidate to the client.

"BSL" means Berkeley Scott Limited of the 1st Floor, 119 – 121 Cannon Street, Sherborne House, London, EC4N 5AT

"2003 Regulations" means the Conduct of Employment Agencies and Employment Business Regulations 2003.

"Remuneration" means the relevant Candidate's total remuneration in respect of the first year's Placement including all salary, emoluments and benefits which form part of the Candidate's gross taxable pay before applying any deductions, exemptions or allowances and where a car forms part of the package, this will be assessed at a value of £5,000 and applied to the remuneration total, any car allowance will be applied at the actual value.

1.2 The headings in these terms are for convenience only and do not affect their interpretation.

1.3 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in conjunction with it or its subject matter or formation is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

1.4 If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant Provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and Enforceability of the rest of these terms.

2. THE CONTRACT

2.1 These terms shall be deemed to be accepted by the Client on the Introduction or Placement of any Candidate or a request by the Client that BSL introduces a Candidate to the Client. These terms apply whether or not the Client seeks or places a Candidate for the same type of work for which the Introduction or request for an Introduction was originally made and whether or not the Client is also seeking to fill the relevant vacancy by other means such as internal and external advertising.

2.2 Unless otherwise agreed these terms shall apply to all Introductions and Placements.

2.3 No variation or alteration to these terms will be valid unless agreed by a Director of BSL and the Client and confirmed to the Client in writing.

2.4 These terms (in conjunction with BSL's Conditions of Business contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of BSL, these Terms and Conditions of Business prevail over any other terms and conditions of business or purchase conditions put forward by the Client.

2.5 In the event that the Client should wish to offer employment to any employee of BSL who the Client has been introduced to as a result of working with BSL, and in the event that an offer should be made within a six month period of working with that employee, a fee will be charged equivalent to 35% of that employee's gross annual remuneration with BSL.

3. SUITABILITY

3.1 BSL 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 and any authorisation which the Client considers necessary or which may be required by law or by any professional body.

3.2 To enable BSL to comply with its obligations under clause 3.1, the Client undertakes to provide 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 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 the notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

4. NOTIFICATION AND FEES

4.1 The fee payable by the Client for the Introduction of a Candidate where a permanent Placement is subsequently accepted by the Candidate will be calculated by reference to the Candidate's Remuneration as per Rate Terms (fee table) subject to a minimum fee per Placement of £ 2,500.

4.1.1 If a Candidate is employed on a part time basis, the fee payable will be at the same rate as a full time permanent Placement; i.e. a Candidate on an annualised Remuneration of £ 30,000 but the Candidate works only 3 days per week, the fee payable will still be calculated at 25%.

4.1.2 Where prior to the Placement it is agreed that this Placement will be on the basis of a fixed term of less than 12 months, the fee will be calculated as per the Rate Terms(fee table) on a pro rata basis; i.e. a Candidate on a £ 25,000 annual Remuneration who is offered a Fixed Term Contract of 6 months will incur a fee of £ 2,500.00
All Fixed Term Contract Fees will be subject to a minimum fee of £ 2,500

4.1.3 Where a fixed term placement is extended or a permanent placement accepted, further fees are payable calculated as per the Rate Terms (fee table).

4.1.4 No guarantees are provided on fixed term Candidate's, regardless of whether their status may change to permanent employment.

4.1.5 Retained Fees are calculated at 30% of the appointed Candidate's remuneration package, payable in three tranches;

Retainer Fee(payable by the Client on acceptance of assignment):

- 1/3 of estimated fee

Shortlist Fee(payable by the Client on presentation of a shortlist):

- 1/3 of estimated fee

Engagement Fee(payable by the Client on offer and written acceptance of the successful Candidate and adjusted to account for any difference between estimated and actual remuneration package):

- Balance of fee.

4.1.6 If a retained assignment is cancelled by the Client all stage fees set out in 4.1.5 incurred up to the date of such cancellation will be payable, and in addition the next stage shall be immediately payable.

4.2 The Client agrees to:

4.2.1 notify BSL within 7 days of acceptance if a Candidate accepts an offer of a Placement;

4.2.2 notify BSL within 7 days of the offer of a Placement details of the Candidate's Remuneration, and to provide BSL with a copy of the offer letter to the Candidate and contract of employment; and

4.2.3 pay BSL's fee in relation to the Introduction within 7 days of the invoice date.

4.3 All charges are subject to VAT at the current rate.

4.4 Where a Candidate accepts a Placement within 12 months of an Introduction either directly or indirectly(to a third party) the Candidate will be considered to have been Introduced as a result of BSL's efforts and will be charged at the Rate Terms(fee table). Any agreed variation to the standard Rate Terms will become null and void and any fee due will revert to BSL's standard Rate Terms(fee table). For the avoidance of doubt this clause will restart at the beginning of each new Fixed Term Contract.

4.5 Where a written offer of a Placement has been accepted but is subsequently withdrawn by the Client, the Client shall be liable to BSL for the Introduction fee in full.

4.6 BSL reserves the right to charge interest on any overdue amounts at 8% above Royal Bank of Scotland base rate, calculated on a day to day basis, as from the due date of the invoice until the day of receipt of payment.

4.7 In the event BSL has agreed any variation to its standard Rate Terms, and in the event that the invoice has not been settled in line with our conditions of business, BSL reserves the right to charge the client under the terms of our Standard Rate Terms(fee table).

5. CANDIDATE GUARANTEES

5.1 In order to benefit from BSL's guarantees (where applicable), the Client must have paid all fees due to BSL within the payment terms set out in 4.2.3 and must notify BSL, in writing, within 7 days of a Candidate's departure date.

5.2 In the event a Candidate resigns or the Client lawfully terminates a placement BSL must be given the opportunity to replace the Candidate exclusively for a period of 4 weeks from the Candidate's last working day. If no suitable replacement is found within 4 weeks then a rebate will be offered as set out in the Terms of Business.

5.3 In the event a Candidate leaves within payment terms it is imperative that the original invoice is processed for payment as per its due date. This should happen in conjunction with BSL sourcing a replacement, if applicable, and protects any guarantee that may be due. If a role is being sourced within this time and the invoice is not settled as per its due date BSL reserve the right to charge a further fee as per the Rate Terms(fee table).

5.4 For the avoidance of doubt when calculating the level of rebate due the first and last day of employment will be used and trial periods are not recognised.

5.5 In the event that a Candidate leaves due to reasons of redundancy or restructuring, no guarantees will apply.

5.6 In the event a Candidate leaves and a replacement is made free of charge, BSL will be deemed to have fulfilled its obligation as outlined in its guarantees. No further replacements will be offered free of charge and no rebate will be payable.

6. LIABILITY

6.1 Whilst BSL shall make all reasonable efforts to ensure that Candidate's supplied to the Client are suitable and have the necessary skills and competence for the placement concerned, BSL cannot accept any liability for the conduct of introduced parties, and recommends that Clients take up their own references on every occasion to satisfy themselves as to a Candidates qualifications, efficiency and integrity. BSL does not accept any responsibility for any shortcomings in candidates recruited by the Client.