

Recruitment Terms & Conditions

1.0 In these Terms of Business the following definitions apply:

"Applicant"	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency's own staff;
"Client"	means xxxxx, Company Registration No: xxxxx
"Company"	means Blue Eskimo Solutions Limited of Unit 21, Greenbox, Stoke Prior, Worcestershire, B60 4AL
"Engagement"	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee
"Introduction"	means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

- 2.0 All business undertaken by Blue Eskimo Solutions Ltd or any other subsidiaries (The Company) as a recruitment agency is transacted subject to the conditions set out below, each of which is incorporated and implied in any agreement between the Company and the employer client (The Client). The interview or engagement (which term includes employment or use, whether under a contract of service or for services or under an agency, licensee or franchise agreement) of an applicant introduced by the Company shall be deemed acceptance of an agreement of these conditions of business by the Client.

Permanent Hires

- 3.0 The Client agrees to notify the Company immediately an offer of employment is made and accepted and to pay the fee of the Company within 14 days of the commencement of the engagement.
- 4.0 The Client shall notify the Company immediately upon engaging an applicant introduced by the Company and shall pay an introduction fee/s of 17.5% of first year basic salary for permanent placements assuming a pre-agreed period of agency exclusivity. The fee is to be paid within 30 days of the commencement of the engagement VAT shall be in addition. Unless an invoice is queried within 7 days of issue, the Client will be deemed to have accepted the invoice and payment will be due as specified.

Fixed Terms Contract (FTC) Hires

- 5.0 In the event that the Engagement is for a fixed term, the fee clause 4.0 will be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 9 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

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Contractor (Consultancy) Hires

- 6.0 In the event that the engagement is for the supply of contractors The Client shall notify the Company immediately upon engaging an applicant introduced by the Company and shall pay an introduction fee/s of 17.5% of the agreed day rate for the duration of the contract to be invoiced on a monthly basis. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant, the Client shall be liable to pay a further fee based on additional Remuneration applicable for the period of Engagement. **The supply of contractors to include payroll and funding services shall require the agreement of additional terms and conditions of business.**
- 7.0 The Company reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from the due date until the date fee is settled.

Rebate Terms (Permanent Hires)

- 8.0 In the case of permanent placements, should the relevant employment terminate before the expiry of 12 weeks the following options/rebates apply; a free replacement for the specific role or after 1-4 weeks a 100% refund; 5-8 weeks a 70% refund; 9-12 weeks a 40% refund; thereafter no refund. To qualify for the rebate the Client must notify the Company in writing within 7 days of the termination of the employment and that payment of the fee had been made within 30 days of invoice date, and that the employee left voluntarily or was dismissed for unsatisfactory work or misconduct.
- 9.0 Should the Client of any subsidiary or associated Company subsequently re-engage the applicant within a period of 12 calendar months from the date of termination whether as their own employee or on a temporary, self employed, Ltd Company or any other basis, and whether for a limited or unlimited period, a full fee in accordance with paragraph 2 becomes payable.
- 10.0 Introductions by the Company are confidential to the individual Client. In the event of the Client passing on an introduction to another person, firm or corporation resulting in an engagement by the person, firm or corporation the Client will be liable for the payment of the fee set out in clause 4 above.
- 11.0 If any applicant is initially rejected by the Client but is then subsequently employed by the Client in any capacity or introduced to another person, firm or corporation up to and including 12 calendar months after the initial introduction date, the Client is responsible for any introduction fee resulting from such employment.

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- 12.0 The Company endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client must take all necessary steps by means of taking up references, obtaining work permits, satisfying any medical requirements or conducting of tests to confirm an applicant's integrity, qualifications or skills.
- 13.0 The Company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising directly or indirectly from any introduction of an applicant by the Company to the Client or from any omission on the part of any applicant introduced by the Company.

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