



Recruitment Consultant Terms and Conditions **(For use between the consultant and the prospective employer)**

THIS AGREEMENT IS MADE ON THE _____
(Date)

BETWEEN

“The Consultant” _____
VERITREC
(Name of the recruitment consultant or consultancy business)

AND

“The Client” _____
(Name and address of the client)

IT IS HEREBY AGREED AS FOLLOWS

1. Interpretation

- 1.1. Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage; and vice versa.
- 1.2. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.
- 1.3. “Associated Person” shall mean any person who is associated with the Client, whether formally or informally, or who is in common ownership with the Client or who is any partner, employee, agent or subsidiary of the foregoing.
- 1.4. “Remuneration” shall mean the gross annual equivalent of all salary, bonus, fees, bonus, profit-related pay and commissions which the recipient shall be entitled to.

2. Relationship Between the Parties

- 2.1. The Client and the Consultant have entered into a contract under which the Consultant will provide recruitment consultancy services to the Client.
- 2.2. No term of this agreement or course of dealings between the parties will operate to make the Consultant an employee, worker, agent or partner of the Client.
- 2.3. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

3. Introducing Applicants and Engagement

- 3.1. From time to time, when the Client has a job vacancy available, he may request the assistance of the Consultant in filling that vacancy albeit that the Client makes no guarantee that he will request the assistance of the Consultant in relation to any specific number of vacancies or at all.



- 3.2. Where the Client requests the assistance of the Consultant in filling a vacancy, the Consultant will (subject to availability) provide the Client with a list of persons ("the Applicants") who meet the specifications which the Client shall provide or are otherwise considered by the Consultant to be suitable for the vacancy ("the Introduction") and the Client may invite any of the Applicants for interview.
- 3.3. If the Client or any Associated Person engages any Applicant, the Client shall pay the Consultant an introduction fee.
- 3.4. Clause 3.3 shall apply:
 - a) regardless of whether the Applicant is engaged by the Client or any Associated Person as a permanent employee, a temporary employee, on a full-time, part-time or contract basis, or is engaged as an independent contractor or on a piece-work basis;
 - b) regardless of whether the Applicant is engaged in relation to the vacancy for which the Consultant introduced him;
 - c) wherever an Applicant is engaged within 24 months of the date of the Introduction; and
 - d) equally in relation to any third party who is introduced or recommended to the Client by the Applicant, in which case the Consultant shall be treated as having introduced that third party.

4. Payment of Introduction Fees

- 4.1. Wherever the Consultant is entitled to an introduction fee in accordance with Clause 3, the introduction fee shall be calculated with reference to the Remuneration which the Applicant (or third party as applicable) shall be paid by the Client or any Associated Person according to the following table:

Up to £29,999 — 22% of Remuneration
From £30,000 to £64,499 — 25% of Remuneration
Over £65,000 — 30% of Remuneration

(Veritrec are open to negotiation at the Directors discretion)
- 4.2. The introduction fee shall become due in full at the point the Applicant (or third party as applicable) is engaged by the Client or any Associated Person.
- 4.3. The Client agrees to settle all invoices raised against him by the Consultant within 14 days of invoicing.
- 4.4. Failure to settle any payments due to the Consultant within the timeframe agreed in 4.3, above, shall entitle the Consultant to claim from the Client, in addition to the sums due, interest on those sums at a rate of 1 percentage points per annum above the Bank of England base rate plus all reasonable costs and expenses which the Consultant shall incur in pursuing the Client for payment.
- 4.5. Wherever an Applicant is engaged by the Client but ceases to be so engaged within 8 weeks from the date of engagement, the Client shall be entitled to a pro-rata refund of the introduction fee, whereby for each week of this eight week period which remains at the time the Applicant ceases to be engaged, the Client shall receive a refund of 1/8th (one eighth) of the introduction fee.

5. Client's Obligations

- 5.1. The Client will co-operate with the Consultant as may be necessary for the successful performance of this contract.
- 5.2. When requesting the assistance of the Consultant in filling a vacancy the Client shall provide the Consultant with an accurate job description relating to the vacancy to be filled and a description or specification of the type of Applicant required.
- 5.3. The Client shall notify the Consultant immediately of any proposal to interview an Applicant or to engage an Applicant.
- 5.4. Where the Client engages an Applicant, the Client shall, within 7 days of a request by the Consultant, supply a copy of the Applicant's terms and conditions of employment together with any pay-slips or evidence of Remuneration.
- 5.5. The Client shall assume all responsibility for ensuring that the Applicant has the right to work in the UK and has obtained all requisite permissions, consents, permits or certificates for this purpose.
- 5.6. The Client shall assume all responsibility for deducting Income Tax, National Insurance Contributions or any other deductions required by law from the Applicant's Remuneration.

6. Consultant's Obligations

- 6.1. The Consultant shall discharge his duties under this agreement to a reasonable standard, with the exercise of reasonable skill and care, and in accordance with all relevant codes of practice and statutory provisions.
- 6.2. The Consultant shall obtain references for Applicants, but final responsibility for ensuring the suitability of Applicants, including the taking up of additional references, shall be assumed by the Client.
- 6.3. The Consultant shall take reasonable steps to ensure that Applicants are suitable for the vacancy as described by the Client, and are of good character, honest, trustworthy and reliable, but the Consultant can take no responsibility for the behavior of the Applicant or for any loss or damage which is caused to the Client or any third party thereby.

7. Limitation of Liability

- 7.1. The Consultant shall not be responsible in any circumstances to the Client or any third party for any damage or loss sustained (including any loss of profit or indirect or consequential economic damage or loss), which is caused by any act, conduct, fault or omission of the Applicant whilst engaged by the Client or an Associated Person.

8. Indemnity

- 8.1. The Client shall indemnify the Consultant against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

9. Force Majeure

- 9.1. Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or



machinery, or shortage of raw materials or supplies.

10. Warranties

- 10.1. Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.
- 10.2. Both parties warrant and undertake that they are not aware as at the date of this agreement of anything within their reasonable control which might or will adversely affect their ability to fulfil the obligations under this agreement.

11. Counterparts

- 11.1. This agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12. Entire Agreement and Variation

- 12.1. This agreement constitutes the entire agreement between the parties. It supersedes and extinguishes any previous agreements, promises, assurances, warranties, representations and understandings between them, whether orally or in writing, relating to the subject matter.
- 12.2. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 12.3. Any variation of this agreement must be made in writing and signed by both the Consultant and the Client.

13. Governing Law

- 13.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.2. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

14. Severability

- 14.1. If any term or provision in this agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.



15. Third Party Rights

- 16.1. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

This agreement has been entered into on the date stated at the beginning of this agreement.

On behalf of the Consultant

On behalf of the Client

(Sign)

(Sign)

(Print Name)

(Print Name)

DIRECTOR

(Position if signing on behalf of a company)

(Position if signing on behalf of a company)

(Date)

(Date)