

TUDOR STRIDE RECRUITMENT LIMITED

RECRUITMENT SERVICES TERMS & CONDITIONS

1. Interpretation

- 1.1 "Company" shall mean Tudor Stride Recruitment Limited of 55 Warrior Square, St. Leonards on Sea, East Sussex TN37 6BG
- 1.2 "Candidate" is any person introduced by the Company to the Client as part of the provision of Services.
- 1.3 "Client" shall mean the person, firm or company (including any subsidiary company or associated person or firm) seeking to use the Services to engage a Candidate.
- 1.4 "Services" shall mean the introduction by the Company of a Candidate to the Client as specified in accordance with these Terms.
- 1.5 "Terms" means the Terms and Conditions governing the supply of Services as set out in this document including any additional terms and conditions agreed in writing between the Client and the Company and upon acceptance of said Terms shall constitute the contract between the Client and the Company.

2. General

- 2.1 All and any business undertaken by the Company is transacted subject these Terms. Any written or verbal quotation of the Company which is accepted by the Client or any written or verbal request of the Client for services accepted by the Company will be subject to these Terms and will form the basis of the contract between the Client and the Company.
- 2.2 In accepting the provision of Services from the Company the Client confirms that it is aware of all the legal and/or professional requirements to be satisfied before the Candidate can be engaged and that the supply to the Client of the Candidate will not be detrimental to the Client's interests.
- 2.3 In the event of conflict between these Terms and any other terms and conditions, the former shall prevail unless expressly agreed to the contrary, by both the Client and the Company, in writing.
- 2.4 No variation of these Terms is valid or binding unless approved in writing by the Company. These Terms and the contracts formed herein are final and can only be altered with written consent of the Company.
- 2.5 These Terms are valid from October 2019 and supersede and replace all previous Terms of the Company.

3. Acceptance of these Terms

- 3.1 The Client is deemed to have accepted these Terms if they (i) request details of a Candidate, whether in person or by telephone, or email, (ii) agree to interview a Candidate, (iii) employ a Candidate introduced by the Company, or (iv) sign the Terms.
- 3.2 The Client is also bound to these Terms if a subsidiary, franchise, agency, license or partner of the Client interviews or employs a Candidate introduced by the Company.

4. Fees Payable and Payment Terms

- 4.1 A fee is payable to the Company by the Client for the provision of the Services. The fee will be invoiced to the Client and will be payable within fourteen (14) days of the date of invoice.
- 4.2 The fee charged by the Company for the provision of Services is the amount equal to 10% of the gross full-time remuneration to be paid by the Company to the Candidate during the first 12 months of the engagement less any discount agreed, in writing, with the Company.
- 4.3 Where the engagement between the Client and the Candidate is part-time, or on the basis of a fixed term of less than 12 months, the fee will apply pro-rata.
- 4.4 The Client agrees to notify the Company in person or by telephone or email, on the same working day that the Client has made an offer of employment to the Candidate. The Client will also notify the Company when the Candidate accepts an offer of employment made by the Client and agrees to notify the Company in writing of the terms of the Candidate's employment, including annual gross remuneration (on which the fee for the Services will be based).
- 4.5 The Company may, at its sole discretion, offer discounts from the normal rate applicable, but any such discount shall automatically be revoked if payment is not received within fourteen (14) days from the date of invoice, whereupon the full rate shall apply.
- 4.6 VAT will be charged, if applicable, at the standard rate at the time of employment of the Candidate. Where VAT is to be charged a VAT invoice will be issued to the Client.
- 4.7 If the Client does not pay the invoiced fees within the fourteen (14) day period, as agreed by acceptance of these Terms, the Company will not be bound to offer any rebate (as described in Section 5).
- 4.8 The right is reserved in respect of any invoice not paid within thirty (30) days to charge interest (without prior notification) and to recover debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (from time to time amended) as amended by the Late Payment of Commercial Debts (Interest) Regulations 2002. Payment must be made without deduction or set-off. All costs charges and expenses incurred by the Company in recovering any outstanding account shall be paid by the Client on a full indemnity basis.

5. Rebate

- 5.1 The Company may give the Client a credit calculated as set out below in the event of any Candidate terminating and/or the Client lawfully terminating the employment of the Candidate within eight (8) weeks of the engagement date and where the Client, (which includes any subsidiary of the Client or any company or person associated with the Client) does not re-engage the Candidate in any capacity whatsoever within one year from the date of termination of the employment of the Candidate.
- 5.2 Notification of any entitlement to a rebate must be made by the Client to the Company in writing and within five (5) working days of the termination of the employment of the Candidate.
- 5.3 If the Candidate leaves the employment of the Client or the Client terminates the Candidates' employment within the first four (4) weeks of employment the Company will offer a full rebate of the fees payable provided that the payment terms, as outlined above, have been met. In case of redundancy, there will be no refund.
- 5.4 After the first four weeks a sliding scale of rebate, calculated as a proportion of the fee payable, will apply as detailed below.

Week in which Candidate leaves	% of introduction fee refunded
Up to 4 weeks	100%
4 to 5 weeks	50%
5 to 6 weeks	40%
6 to 7 weeks	30%
7 to 8 weeks	20%

- 5.5 In any event a minimum administration fee of £250 will be charged in relation to processing a rebate.
- 5.6 Rebates can only be given provided (i) the Client has notified the Company in writing to inform the Company of the termination of the Candidates' employment, (ii) such notification has been provided within five (5) working days of the Candidate leaving or being dismissed, and (iii) that the original fee has been paid within the required fourteen (14) day period from invoice date.

6. Introductions

- 6.1 To enable the Company to provide the Services to the Client, the Client will need to provide the Company with the following information:
 - (a) Client identity and contact details
 - (b) Nature of the Client's business
 - (c) Proposed start date and, where relevant, duration of the employment or engagement
 - (d) Position the Client is seeking to fill (job description or summary of work required)
 - (e) Location of work and hours of employment

- (f) Details of the required experience, training and qualifications; and
- (g) Proposed remuneration and benefits.

- 6.2 By accepting these Terms the Client confirms that it authorises the Company to disclose any of the information detailed in this clause to the Candidate as part of the performance of the Services.
- 6.3 The introduction of a Candidate to a Client is confidential. The Client should not disclose details of the Candidate to third parties without the express prior permission of the Candidate.
- 6.4 Disclosure by the Client to a third party, whether direct or indirect, of any details regarding a Candidate which results in a third party employing that Candidate within a 6-month period of the initial introduction will result in the Client becoming liable to pay a fee to the Company as set out in Clause 4 and with no entitlement to any rebate.

7. Suitability

- 7.1 As part of the provision of the Services the Company will endeavour to ensure the suitability of any Candidate introduced to the Client and to maintain a high standard of service and integrity, but the Company makes no warranty, express or implied, as to the suitability of any Candidate that is introduced to the Client.
- 7.2 The Client shall be responsible for ensuring that the Candidate meets the requirements of the Client and for obtaining suitable evidence of the qualifications and experience of the Candidate.
- 7.3 The Client is responsible for ensuring that the Candidate is legally permitted to work in the UK, or any other country in which the Candidate is to be employed. Where necessary, it will be the Clients' responsibility to obtain a work permit.
- 7.4 The Client is responsible for ensuring that the Candidate meets any requirements of the applicable regulator, for example the UK's Financial Conduct Authority, in order to perform the role for which the Candidate is to be employed.
- 7.5 The Company is not responsible for the accuracy of any information provided to a Client in respect of a Candidate.
- 7.6 The Client is responsible for ensuring that all applicable employment obligations are met.

8. Confidentiality and Data Protection

- 8.1 All introductions and Candidate details are confidential and are provided to the Client as part of the provision of the Services on the understanding that the Client will keep Candidate information confidential and will not disclose it to any third party.
- 8.2 Candidate information is confidential and subject to the Data Protection Act 2018 and is provided solely for the purpose of providing the Services to the Client.

9. No warranty

- 9.1 No warranty or representation express or implied is given in respect of any Candidate introduced to a Client
- 9.2 The Company does not accept any liability for any failure of a Candidate to perform or comply with their terms of employment or their engagement, or for any loss, expense, damage or expense suffered or incurred by the Client arising from or in any way connected with the Services, or the engagement of any Candidate by the Client.
- 9.3 The liability of the Company to the Client for any breach by the Company of these Terms or for any liability in negligence or otherwise shall not (save to the extent that such results in death or personal injury) exceed the fee payable to the Company in relation to the Service.
- 9.4 In any event the Company will not be liable in relation to any matter not reported by the Client in writing to the Company within three (3) working days of its occurrence.

10. Contract Construction

- 10.1 The contract shall be construed according to English Law and will be subject to the jurisdiction of English courts.

We hereby accept the Company’s Terms as detailed above.

Client name:	
Signed:	Date:
Print name:	
Position with Client:	