

Xander Recruitment Group Limited – Terms of Business for Permanent Recruitment Services

1 Definitions

1.1. 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 the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

“**Agency**” means Xander Recruitment Group Limited, Unit 10 Office, Deva Centre, Trinity Way, Salford M3 7BG ;

“**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) interview of an Applicant in person or by telephone, following the client 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

“**Data Protection Laws**” means the EU Regulation 2016/679 (General Data Protection Regulation) and any data protection legislation applicable from time to time in the UK and use herein of ‘Personal Data’, ‘Controller’, and ‘Data Subject’ have the respective meanings defined therein.

“**Remuneration**” includes base salary payable to or receivable by the Applicant for services rendered to or on behalf of the client. Where the Client provides a company car, a notional amount of £3000 will be added to the salary in order to calculate the Agency’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2 The Contract

2.1. These Terms constitute the contract between the Agency and client and are deemed to be accepted by virtue of an Introduction to the client, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the client and are set out in writing and a copy of the varied terms is given to the client stating the date on or after which such varied terms shall apply.

3 Notification and Fees

3.1. The client agrees:

- a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
- c) To pay the Agency’s fee within 14 days of the date of invoice.

3.2) The fee payable to the Agency by the Client for an introduction resulting in an Engagement is the amount equal to;

20% for salaries £0 - £49,999

22.5% for salaries £50,000 - £74,999

25% for salaries £75,000 +

of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable. Fees are calculated as a percentage of the first years gross remuneration.

3.3. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the client, until the applicant starts the engagement when the Agency will render an invoice to for its fees.

3.4. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 4% per annum above the base rate from time to time of Barclays Bank Plc from the due date until the date of payment.

3.5. If the client subsequently engages the Applicant within the period of 12 calendar months from the date of the introduction, the client must inform the agency within 7 days of the engagement and accepts that they will be invoiced as per clause 3.2. Failure to inform the agency of the engagement within 7 days of the engagement will result in a full fee calculated at 40% of the remuneration applicable.

4 Refunds

4.1. In order to qualify for the following refund, the client must pay the Agency’s fee within 30 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2. If the Engagement terminates before the expiry of 10 weeks from its commencement (except where the Applicant is made redundant) the client will be refunded the fee minus 10% per completed week (i.e. week 1 – 100%, Week 2 – 90%.....)

4.3. In circumstances where clause 3.5 applies there shall be no entitlement to a refund.

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 Agency which results in an Engagement with that third party within 12 months of the Introduction renders the client liable to payment of the Agency’s fee as set out in clause 3.5

5.2. An introduction fee calculated in accordance with clause 3.2 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 12 months from the date of the Agency’s Introduction.

5.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the client and/or comparable positions in the market generally for such positions.

5.4. In the event that any employee of the Agency with whom the client has had personal dealings accepts an Engagement with the client within 3 months of leaving the Agency’s employment, the client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.

6 Suitability & References

6.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the client by obtaining confirmation of the Applicant’s identity; that the Applicant has the experience, training, qualifications and any authorisation which the client considers necessary or which may be required by law or by any professional body; and that the Applicant



Xander Recruitment Group Ltd.

DEVA City Office Park, 7BB Unit 10 Office, Deva Centre,
Trinity Way, Salford M3 7BG

0161 676 8822

info@xandergroup.co.uk

www.xandergroup.co.uk

in @ XanderRecruitment

Twitter XanderGroupRec Facebook XanderRec

is willing to work in the position which the client seeks to fill.

- 6.2. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the client seeks to fill.
- 6.3. clauses 6.1, 6.2, 6.3 and 6.4 the client shall satisfy itself as to the suitability of the Applicant and the client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 6.4. To enable the Agency to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 the client undertakes to provide to the Agency details of all necessary information.

7 Liability

- 7.1. The Agency 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 Agency seeking an Applicant for the client or from the Introduction to or Engagement of any Applicant by the client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.
- 7.2. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including the Data Protection laws, and equality legislation in respect of Applicants. The Client shall indemnify the Agency against any costs, claims, damages and expenses incurred by the Agency as a result of any breach of these Terms of Business by the Client, or a breach of any statutory obligation towards an Applicant.

8 CONFIDENTIALITY AND DATA PROTECTION

- 8.1. Neither party shall divulge to any other party, or use for its own benefit, any information capable of being confidential relating to the affairs of the other or the others business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed.
- 8.2. The Client acknowledges and agrees that;
- 8.2.1. unless expressly agreed otherwise in writing by a Director of the Agency, both the Agency and Client shall be acting as a Controller in respect of all services provided under these Terms of Business
- 8.2.2. each party shall be responsible for its own compliance with the Data Protection Laws
- 8.2.3. where any Personal Data is provided by or on behalf of the Client relating to its staff or a third party, the Client shall draw the attention of the data subject to the Agency's published Privacy Notice].
- 8.3. The Client agrees that it shall hold any Personal Data provided by the Agency or relating to any staff or Applicants of the Agency securely, and confidentially and shall not use it or any part of it for any unlawful purpose, nor any purpose unrelated to the services of the Agency, and specifically, the Client shall not without the prior authorisation of the Agency
- 8.3.1. provide the Personal Data to any person other than the person to whom the Agency provided the Personal Data
- 8.3.2. use the Personal Data for any marketing, advertising or other promotional purpose.
- 8.4. The restrictions at clause 10.3 shall cease to apply where an applicant is Engaged by the Client, and the Client has complied with its own obligations as a Controller under the Data Protection Laws
- 8.5. The Client shall co-operate with any request by a Data Subject to enforce any rights under the Data Protection Laws, any complaint, or investigation by the Information Commissioners Office or any other regulatory body or supervisory authority.
- 8.6. The Client warrants that
- 8.6.1. it shall at all times comply with applicable Data Protection Laws in respect of any Personal Data provided by the Agency
- 8.6.2. it has and shall maintain appropriate technical and organisational measures within its organisation, including but not limited to measures which protect against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data
- 8.6.3. any Personal Data it provides to the Agency will be lawfully obtained and compliant with the Data Protection Laws.
- 8.7. References within this clause 10 to Personal Data, Controller and Data Subjects shall be as defined in the Data Protection Laws.

9 Law

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

EXCLUSIVITY TERM

- 10.1. The Agency agrees to Introduce Applicants to the Client for Engagement directly by the Client for the duration of the Exclusivity Term of 12 Months.
- 10.2. The Client agrees that during the Exclusivity Term it will exclusively use the services of the Agency for the Introduction of permanent or contract staff. The Client will not use the services of any employment agency, directly or indirectly, other than the Agency save in circumstances where the Agency has searched for Applicants but is unable to Introduce suitable Applicants for Engagement.
- 10.3. Nothing in these Terms shall preclude the Client from
- 10.3.1. responding to unsolicited approaches from third party agencies by referring that agency to the Agency to serve as a sub-contractor or consultant for the Agency;
- 10.3.2. responding to unsolicited approaches from work-seekers directly and referring them to the Agency;
- 10.3.3. directly approaching work-seekers using its own resources and referring them to the Agency.
- 10.4. Either party may immediately terminate the Exclusivity Term by notice to the other if the other:
- 10.4.1. commits a breach of these Terms which in the case of a breach capable of remedy shall not have been remedied within 14 days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy;
- 10.4.2. is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the party resulting from such reconstruction or amalgamation if a different legal entity shall agree to have the contract assigned to it and to take on all liabilities and obligations thereunder whether actual or contingent).
- 10.5. For the avoidance of doubt in the event that the Exclusivity Term is terminated by either party, the Client remains obligated to pay any fees owed to the Agency in accordance with the Terms, irrespective of whether these fees relate to an Introduction made before or after the Exclusivity Term is terminated.





Signed.....(Client)

Signed.....(Agency)

Company.....

Company.....

Position.....

Position.....

Date.....

Date.....

Xander is a trading name of Xander Recruitment Group Limited, a company registered in England and Wales. Company No. 13139238



Xander Recruitment Group Ltd.

DEVA City Office Park, 7BB Unit 10 Office, Deva Centre,
Trinity Way, Salford M3 7BG



0161 676 8822

info@xandergroup.co.uk



www.xandergroup.co.uk

in @ XanderRecruitment

Twitter XanderGroupRec Facebook XanderRec