

**KTSX**



**Recruitment and business solutions**

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**Recruitment Terms of Business**  
For Temporary and Permanent Personnel

**1. Permanent and Fixed term contract fees:**

**PAY FEE:**

Salaries upto and including £20,000 – fixed fee of £1000

Salaries from £20,000 but below £30,000 – fixed fee of £1500

Salaries from £30,000 – fixed fee of £2000

**2. Terms and Conditions**

2.1 These terms and conditions are deemed to be incorporated into the contract between the Consultant and Client when the Candidate is introduced to the Client by the Consultant.

2.2 The law of England and Wales applies to this agreement and the Courts of England have exclusive jurisdiction to hear any dispute between the parties.

2.3 These Terms of Business may only be varied in writing by the owner.

**3. Fees**

3.1 The Client shall notify the Consultant immediately the offer of an Engagement is accepted and advise the date of commencement and salary agreed with the candidate. An Invoice will be raised and sent to the client upon the applicants commencement of employment.

3.2 The Fee is due within 7 days after the date of invoice.

3.3 The Company has the right to claim interest and compensation on overdue payment pursuant to the Late Payments of Commercial Debts (Interest) Act 1998 or any replacing Act or subsequent regulations. It is the Company's policy to institute legal proceedings against all overdue accounts.

**4. Introductions**

4.1 An introduction fee calculated in accordance with Clause 1 will be charged in relation to any candidate engagement as a consequence of, or resulting from, an introduction by or through a representative of KTSX within 12 months from the date of the Introduction.

4.2 The Introduction is confidential. If the Client passes on the Introduction to a third party resulting in an Engagement by the third party, the Fee shall be payable by the Client as if it had entered into an Engagement with the Candidate.

**5. Liability**

5.1 The Client is solely responsible, at its own expense, for ensuring the suitability of a Candidate, including the taking up of references, checking qualifications, arranging for medical examinations and obtaining work permits and identification where and when required.

5.2 The Consultant is not responsible for any loss, damages or expense howsoever incurred arising from, or in connection with the Introduction of the Candidate to the Client or the Engagement by the Client of the Candidate.

5.3 In order to enable the Consultant to comply with its statutory obligations, before introducing a Candidate, the Client must advise the Consultant to the best of its ability of:

5.3.1 Any potential risk to the Candidate posed by the Engagement, should they be related to the Health and Safety of the Candidate or otherwise.

5.3.2 Any experience, training or qualifications which the Client or any professional governing body the Client requires or expects the Candidate to have by law or otherwise.

**6 Termination of Engagement by Client**

In the event that the contract is for less than 6 months and terminates before the expiry of 4 weeks (save where attributable to the Client or for reasons outside the Consultants control, including but not limited to restructuring, economic circumstances, change of management or substantial change from the original job description), the following guarantees will apply as appropriate.

Replacement and refund guarantee for contracts less than 6 months

Weeks 1 – 4 100% Of Fee

In the event of termination of a temporary to permanent or temporary to contractual Engagement longer than 6 months the

rebate will be as per the below chart (save where attributable to the Client or for reasons outside the Consultants control, including but not limited to restructuring, economic circumstances, change of management or substantial change from the original job description), and the start deemed the date of commencement of the temporary assignment.

For termination of a permanent or contractual Engagement longer than 6 months, the following rebate of the Fee is available (save where attributable to the Client or for reasons outside the Consultants control, including but not limited to restructuring, economic circumstances, change of management or substantial change from the original job description), provided always that the Fee has been paid in full in accordance with Clause 3.4 above and that the Client notifies the Consultant within 7 days of termination:

Date of Termination within Refund

Weeks 1 - 4 100% of fee

Weeks 5 - 9 50% of fee

Weeks 10 - 12 25% of fee

7 Under no circumstances will this provision operate more than once in relation to the same post, nor is this offer transferable to any other assignment, not, notwithstanding that the Company is unable to find an alternative Applicant, will any rebate be payable.

8 For the purposes of the Terms, Applicants are deemed as employed by the Client whether engaged under a Contract of Service or for Services.

9 An Applicant is deemed to be introduced to the Client by the Company notwithstanding the Applicant already being known to the Client.

10 No provisions of this Contract are intended to confer any rights or benefits on any third parties.

11 The Client and all other persons or entities who may come into possession of the Applicants personal data or any other personal data undertake to deal with that data in strict accordance with the provisions of the Data Protection Act 1998 and any subsequent or replacing legislation.

Definitions

In these terms of business (including the schedule) the following definitions apply:

'Consultant' KTSX and its permitted agents and assigns;

'Client' The person, firm or corporate body and its permitted agents and assigns;

'Candidate' The person introduced to the Client by the Consultant including a member of the Consultant's own staff;

'Introduced' / 'Introduction' The provision to the Client by the Consultant of any information about the Candidate;

'Engagement' The employment or use by the Client of the Candidate whether for a contract of services, for services or any other capacity and whether or not the position is the same as that for which the Candidate was Introduced;

'Pay' The Candidate's annual gross taxable salary

'Fee' The amount charged by the Consultant;

Signed.....

Position.....

Date.....

Signed.....

Position:

Date.....

Important: These Terms of Business are subject to change.  
Please check that the rates are those currently applicable.



