



# Terms and Conditions The Introduction of Permanent Candidates

On behalf of  
Jigsaw Business Group

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## **1.0 Definitions**

The following definitions are used throughout these terms and conditions:

- **The Company:** Jigsaw Business Group Ltd.
- **The Client:** the person, firm or corporate body (together with any subsidiary or associated person, firm or corporate body) to which the candidate is introduced.
- **The Candidate:** the person introduced by the Company to the Client for engagement, either on a temporary or permanent basis:
  - **Introduction**
    - the passing of a Candidate Information Pack or other information that identifies the candidate; or
    - the Candidate is interviewed by the Client (in person, by telephone or by any other means),following the Clients instruction to the company to search for a Client; in either case leading to the engagement of the candidate by the Client, within 6 months from the date of introduction.
  - **Engagement** – engagement, offer of employment, employment or use of the Candidate by the Client.
- **Remuneration:** The complete remuneration package agreed/accepted by the Candidate including gross base annual salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, the benefit of a company car and all other payments and taxable benefits payable to or receivable by the candidate for services rendered to or on behalf of the Client. Where the actual amount of remuneration is not known by the Company, the fee will be based on comparable market positions.

## **2.0 General Information**

By introduction or engagement of a Candidate, the Client is deemed to have accepted these Terms and Conditions of business; which may only be varied subsequently by agreement in writing from both parties.

## **3.0 Fees and Notification**

The client agrees to:

- Notify the Company in writing, within 5 working days, should a candidate already be known to the client. Failure to do so will result in the client being liable to pay the fees in the event of the candidate being engaged by the client.
- Immediately notify the Company of any offer of engagement which it intends to make to candidate. Such notification must include details of the full remuneration package.



- Immediately notify the Company of any offer accepted by the candidate. Such notification must include details of the agreed/accepted remuneration package.

The Standard Fees payable to the Company by the Client for an introduction resulting in engagement shall be calculated on 20% of remuneration during the first 12 months of engagement. Schedule A contains any Client-specific variations.

Invoicing upon candidate's acceptance of offer of employment by the Client.

The costs associated with any applicable travel, hotels and sustenance for a candidate will be agreed in advance between the client and the Company. The Client will be responsible for the full costs associated with such expenditure. The process for reimbursement to the candidate will be agreed between the client and the Company.

Such fees are subject to the addition of VAT and are payable within 30 days from the date of invoice. Late payments shall incur interest at the rate of 5% above the base rate of The Bank of England.

#### **4.0 Refunds**

In order to qualify for the terms associated with Refunds, the client must pay the fees in full within the timescales specified above; plus notify the Company in writing of the termination of engagement within 7 days of its termination.

With the exception of redundancy, if the engagement comes to an end for any other reason within 12 weeks from commencement, the client will be given:

- A replacement without charge (providing the fees for the replacement candidate remain the same, if they differ a subsequent invoice / credit note will be issued to the client);

or

- A partial refund of the fees shall be payable to the client in accordance with the following:

Month in which the candidate leaves	% of introduction fee refunded
One	80%
Two	40%
Three	10%
After month 3, no refund is available.	



### **5.0 Re-engagement Fees**

Should the Client subsequently re-engage a candidate within a period of less than 6 calendar months from termination following either a refund or replacement (as specified above), the full introduction/engagement fees (as calculated above) will be payable by the Client.

### **6.0 Suitability and references**

The Company endeavours to ensure the suitability of any candidate introduced to the Client; however, the Client shall satisfy itself with regard to the suitability of engagement. The Client is responsible for confirming the Candidate's eligibility to work in the UK (or other country relevant to the Client), and obtaining any relevant information required to satisfy the Client's internal recruitment processes (such as references, medical examinations, qualifications etc.) or as required by law.

### **7.0 Liability**

The Company shall not be liable under any circumstances for any loss, expenses, 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 connects with the Company seeking a candidate for the Client or from the introduction or engagement of a candidate by the Client or from the failure of the company to introduce a candidate to the Client.

### **8.0 Confidentiality**

The Company will not disclose or use at any time during or after the termination of this agreement any confidential information of the Client except as required by the Client in connection with the candidate's performance of this agreement or as required by law. Confidential information includes but is not limited to information concerning the business plans, technology, finances; know how, pricing and customers of the Client.

The Client will at all times comply with the provisions of the Data Protection Act 1998.

### **9.0 Introductions to Third Parties**

Introductions of candidates are confidential. If a Client discloses a candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third-Party Introduction results in an engagement of the candidate by the third party within 6 months of the Company's Introduction of the candidate to the Client, then the Client will be liable to payment of an Introduction Fee (as detailed above). Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee in any circumstances.



SCHEDULE A

Client: XXX

Variations to Standard Fees: