

# SHERIDAN MAINE LIMITED

## TERMS & CONDITIONS

  

# PERMANENT & CONTRACT

# INTRODUCTIONS

SHERIDAN MAINE  
ACCOUNTANCY

SHERIDAN MAINE  
FINANCE

SHERIDAN MAINE  
MANAGED SOLUTIONS

SHERIDAN MAINE  
EXECUTIVE

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***These Terms & Conditions are valid from 14<sup>th</sup> May 2010***

*Sheridan Maine Accountancy, Sheridan Maine Finance, Sheridan Maine Executive and Sheridan Maine Managed Solutions are trading names of Sheridan Maine Limited which is registered in England and Wales under registered number 4987440 with its registered office at Centurion House, London Road, Staines, Middlesex, United Kingdom TW18 4AX*

## PERMANENT & CONTRACT INTRODUCTIONS

### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply

<b>“Applicant”</b>	Means the person introduced by The Employment Business 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 Employment Business’s own staff.
<b>“Client”</b>	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.
<b>“The Employment Business”</b>	means Sheridan Maine Accountancy, Sheridan Maine Finance, Sheridan Maine Executive and Sheridan Maine Managed Solutions which are trading names of Sheridan Maine Limited which is registered in England and Wales under registered number 4987440 with its registered office at Centurion House, London Road, Staines, Middlesex, United Kingdom TW18 4AX
<b>“Engages/Engaged/Engagement”</b>	means the Engagement, employment or use of the Applicant by the Client or any third party on a permanent, contract or temporary basis, whether under a contract of service or for services; under an Employment Business, licence, franchise or partnership agreement; or any other Engagement; directly or through a limited company of which the Applicant is an officer or employee.
<b>“Introduction”</b>	means (i) the Client’s interview of an Applicant in person, through the Internet or by telephone, following the Client’s instruction to The Employment Business to Search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant.
<b>“Introduction Date”</b>	means the 6 calendar months following the last contact (telephone, Internet or meeting) that the Client had with the Applicant following the Introduction for the purpose of Engagement with the Client.
<b>“Retained Assignment”</b>	means the Engagement of The Employment Business by the Client to carry out a Search or Advertised Selection campaign or both. Fees will be payable, unless otherwise agreed in writing by The Employment Business, in three approximately equal installments as follows: The first installment payable on signed acceptance of the employment business proposal, the second on the clients’ acceptance of a suitable Shortlist of Applicants, the final installment payable (reflecting the actual agreed Remuneration) on the Applicants’ acceptance of the offer of Engagement.

<b>“Advertised Selection”</b>	is where The Employment Business carries out an advertising campaign, on behalf of the Client, to source Applicants for a specific role(s).
<b>“Search”</b>	is where The Employment Business carries out a direct headhunting campaign to source Applicants for a specific role(s) on behalf of the Client.
<b>“Remuneration”</b>	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments 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 £5,000 will be added to the salary in order to calculate The Employment Business’s fee. Where a relocation allowance is applicable and no fixed sum is payable towards the relocation a notional amount of £8,000 will be added to the salary in order to calculate The Employment Business’ fee.
<b>“Exclusivity Period”</b>	means the period during which only The Employment Business is actively sourcing Applicants for a specific role.

- 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 Employment Business and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, 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 Employment Business, 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 Employment Business 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:
- To notify The Employment Business immediately if it contacts an Applicant directly following an Introduction within the Introduction Date.
  - To notify The Employment Business immediately of any offer of an Engagement which it makes to the Applicant;
  - To notify The Employment Business immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to The Employment Business; and
  - To pay the Employment Business’s fee within 30 days of the date of invoice.
- 3.2 An invoice will be issued to the Client upon the Applicant commencing employment with the Client. Invoices are payable by the Client within 30 days unless otherwise agreed by a Director of The Employment Business.

- 3.3 The Employment Business reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 4% above the base rate from time to time of the National Westminster Bank from the due date until the date of payment.
- 3.4 The fee payable to The Employment Business by the Client for an Introduction resulting in an Engagement is calculated in accordance with the following fee structure;

**Permanent Placement:**

Remuneration package	£0 - £14,999	15%
Remuneration package	£15,000 - £24,999	20%
Remuneration package	£25,000 - £49,999	25%
Remuneration package	£50,000 and above	30%

**Contract / Fixed Term Placement:**

Remuneration package	£0 - £14,999	20%
Remuneration package	£15,000 - £24,999	25%
Remuneration package	£25,000 - £49,999	30%
Remuneration package	£50,000 and above	35%

- All fees are expressed as a percentage of the first year's gross annual Remuneration package. Where an Engagement is based on a part time basis then the remuneration package used to determine the applicable fee percentage that will be applied to the agreed salary package will be calculated by using the full time equivalent salary based on a 37.5 hour week.
  - VAT, if applicable, is payable on the entirety of these charges.
- 3.5 If, following an Introduction, the Client Engages or re-Engages an Applicant within 6 months following the Introduction date a full fee becomes payable in accordance with clause 3.4 above.
- 3.6 Where The Employment Business carries out a Retained Search or Advertised Selection campaign or both, the fees in clause 3.4 will be payable in three equal instalments as listed below unless otherwise agreed in writing with The Employment Business:

**Instalments:**

Retainer Fee	1/3 payable on acceptance of the assignment
Shortlist Fee	1/3 payable on presentation of a suitable shortlist of Applicants
Completion Fee	1/3 payable on signed acceptance of the offer of Engagement

- 3.7 Where the Employment Business carries out a Retained Assignment on behalf of the Client the Client agrees to pay any reasonable expenses (hotels, travel etc) incurred by The Employment Business during the course of the Assignment. These expenses will be detailed accordingly and invoiced separately to the Client at the conclusion of the assignment.
- 3.8 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata.
- 3.9 If the Engagement is for a fixed term of less than 12 months and is extended beyond the initial fixed term without a break in the contract then the Client shall be liable to pay a further fee (as per clause 3.8) based on the additional Remuneration applicable for the extended period of Engagement following on from completion of the initial fixed term up to the termination of the extended period of Engagement or the first anniversary of the commencement of the initial Engagement, whichever is the sooner.
- 3.10 If the Engagement is for a fixed term of less than 12 months and the Client re-Engages an Applicant within 6 calendar months from the date of termination of the Applicant's initial Engagement the Client shall be liable to pay a further fee (as per clause 3.8) based on the Remuneration applicable for the period of Engagement from the commencement of the re-Engagement up to the termination of the re-Engagement.

3.11 If the Client subsequently Engages or re-Engages an Applicant following an Introduction within the period of 6 calendar months from the date of termination of the Engagement, a full fee calculated in accordance with clause 3.4 above becomes payable.

**4. REFUNDS**

4.1 If the Engagement terminates before the expiry of 13 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the Employment Business will seek to find a suitable replacement free of charge subject to the conditions listed under 4.2 from the date the Employment Business was notified by the Client in writing of the termination.

4.2 In order to qualify for a refund the Client must have:

- Paid The Employment Business’s fee within the due date of the invoice.
- Notified The Employment Business in writing of the termination of the Engagement within 7 days of its termination.
- Provided 3 weeks’ Exclusivity Period to The Employment Business from the date The Employment Business was notified by the Client in writing of the termination.

4.3 Should The Employment Business not be able to source a suitable replacement within the 3 weeks’ Exclusivity Period as per clause 4.2 the fee will be refunded in accordance with the following Scale of Refund:

Week in Which Applicant Leaves	% of Introduction Fee
1 - 6	50%
7 - 12	25%

4.4 In circumstances where either clause 3.8, 3.9 or 3.10 apply the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

**5. CANCELLATION FEE**

5.1 In the event that the Client terminates a Retained Assignment before its conclusion, or changes the role(s) during the course of the campaign sufficiently to warrant a new assignment, the Client shall pay to The Employment Business a cancellation fee equivalent to one third of the Fee in addition to any sums already paid or incurred by the Client prior to termination.

**6. INTRODUCTIONS**

6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by The Employment Business which results in an Engagement with that third party within 6 months of the Introduction Date renders the Client liable to payment of The Employment Business’s fee as set out below with no entitlement to any refund.

6.2 An Introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant Engaged as a consequence of or resulting from an Introduction by or through The Employment Business, whether direct or indirect, within the Introduction Date.

6.3 Where the amount of the actual Remuneration is not known The Employment Business 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 Employment Business by the Client and/or comparable positions in the market generally for such positions.

## 7. SUITABILITY AND REFERENCES

- 7.1 The Employment Business 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 is willing to work in the position which the Client seeks to fill.
- 7.2 At the same time as proposing an Applicant to the Client the Employment Business shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 7.3 The Employment Business 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.
- 7.4 The Employment Business endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above 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 Employment Business 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, professional and/or academic qualifications or permission required by law of the country in which the Applicant is Engaged to work.
- 7.6 To enable The Employment Business to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to The Employment Business details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of Remuneration, expenses and any other benefits that would be offered; the intervals of payment of Remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## 8. SPECIAL SITUATIONS

- 8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

**9. LIABILITY**

9.1 The Employment Business 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 Employment Business 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 Employment Business to introduce any Applicant. For the avoidance of doubt, The Employment Business does not exclude liability for death or personal injury arising from its own negligence.

**10. LAW**

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

**Signed for and on**

**behalf of the Client:** .....

**Name:** .....

**Position:** .....

**Company:** .....

**Company Reg. No.:** .....

**Dated:** .....