

# Sara Eke Recruitment Ltd

## THE TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

### DEFINITIONS

In these terms and conditions:

**'The Client'**: means the person or organisation to whom the candidate is introduced.

**'The Candidate'**: means the person introduced directly or indirectly to the Client for an engagement.

**'Engagement'**: means the appointment of the Candidate at any time up to six months after the date of the last interview or initial introduction, whichever is the later, to perform services for, or on behalf of, the Client or related business whether under a contract of services or for services.

**'Remuneration'**: means the total of all emoluments payable or receivable by the Client pursuant to the Engagement.

### 1. THE CONTRACT

a) All and any business undertaken by Sara Eke Recruitment Ltd, who will be acting as an employment agency, is transacted subject to the terms and conditions hereinafter set out, each of which shall be incorporated or implied in any agreement between Sara Eke Recruitment Ltd and the Client. In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly otherwise agreed by Sara Eke Recruitment Ltd in writing.

b) The introduction of a Candidate to the Client by Sara Eke Recruitment Ltd shall be deemed to be acceptance of and agreement to these terms and conditions by the Client. For the purposes of these terms and conditions an introduction shall mean an introduction by any normal means including the sending of a CV.

c) No charge will be made to the Client for organising interviews and our service is free and confidential to all Candidates.

d) No variation or alteration to these Terms and Conditions shall be valid or enforceable, unless approved in writing by a Director of Sara Eke Recruitment Ltd.

### 2. FEES

In the event that the engagement is accepted by the Candidate, the Client shall:

a) Notify Sara Eke Recruitment Ltd immediately, and provide details of remuneration and proposed start date.

b) Be charged a fee which will be calculated by applying a percentage rate of the Candidates first year of remuneration in accordance with the table below. All fees are subject to Value Added Tax at the standard rate.

c) Pay Sara Eke Recruitment Ltd the following within 14 days from the date of invoice. In the event of late payment the fee shall accrue interest from engagement at a daily rate of 10% per annum.

Total Remuneration	Rates
Salary up to £15,000	17%
Salaries £15,001 - £20,000	18%
Salaries over £20,000	20%

d) The Client shall be liable to pay Sara Eke Recruitment Ltd a fee in respect of the Candidate

introduced, notwithstanding that the Client engages the Candidate in a different position to that originally envisaged.

### 3. INDIRECT INTRODUCTIONS

The Client shall be liable to pay Sara Eke Recruitment Ltd a fee if it refers the Candidate to any third party within six months of the date of the last interview or initial introduction, whichever is the later, and that third party engages the Candidate or in any event where an engagement results directly, or indirectly, from the introduction of Sara Eke Recruitment Ltd.

### 4. LIABILITY

a) Sara Eke Recruitment Ltd shall not be liable under any circumstances for any loss, expenses or damage suffered or incurred by the Client arising from, or in any way connected with, the introduction or engagement of any Candidate.

b) It is the sole responsibility of the Client and not Sara Eke Recruitment Ltd to ensure that the Client has their own liability insurance adequately extended to incorporate the activities of the Candidate.

### 5. REFUND GUARANTEE

a) If the engagement terminates within the specified periods, and written notification of termination is received within 7 days, the Client will be entitled to a refund, provided that the Client pays the fee within 14 days of commencement of employment.

b) If the original Candidate is subsequently re-engaged by the Client its subsidiary or associated companies, or any third party introduced by the Client within the period of two months from the date of the termination of the engagement, the Client shall pay Sara Eke Recruitment Ltd's fee (see section 2c) and shall not be entitled to the refund guarantee.

For Engagements terminating:	% Refund
Within 0-2 weeks of commencement	100%
After 2 weeks but not more than 4 weeks	50%
After 4 weeks but not more than 6 weeks	30%
After 6 weeks but not more than 8 weeks	20%

### 6. CONTRACT FEES

The fees for short-term placements will be calculated and apportioned pro-rata. For contracts up to six months in duration, the refund guarantee is reduced to six weeks as follows:

For Engagements terminating up to:	% Refund
Within 0-2 weeks of commencement	100%
After 2 weeks but not more than 4 weeks	50%
After 4 weeks but not more than 6 weeks	30%

### 7. SUITABILITY AND REFERENCES

a) Sara Eke Recruitment Ltd endeavours to ensure as far as reasonably practicable 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.

b) At the same time as proposing an Applicant to the Client Sara Eke Recruitment Ltd shall inform the Client of such matters in clause 7a) 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.

c) Sara Eke Recruitment Ltd 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.

d) Sara Eke Recruitment Ltd 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.

e) Notwithstanding clauses 7a), 7b), 7c) and 7d) 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 Sara Eke Recruitment Ltd 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.

f) To enable Sara Eke Recruitment Ltd to comply with its obligations under clauses 7a), 7b), 7c) and 7d) above the Client undertakes to provide to Sara Eke Recruitment Ltd with 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.

g) Sara Eke Recruitment Ltd shall inform the client if they receive information that suggests a worker they have introduced in the previous 3 months is or may become unsuitable.

#### 8. CANCELLATION FEE

a) If, after an offer of engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay Sara Eke Recruitment Ltd a fee of 5% of the Remuneration.

#### 9. CONFIDENTIALITY

a) All and any information of a confidential nature relating to the Clients business which may be provided by the Client to Sara Eke Recruitment Ltd shall be treated as confidential by Sara Eke Recruitment Ltd. Sara Eke Recruitment Ltd shall use all reasonable endeavours to ensure that until such Candidate becomes an Employee such information gained by a Candidate shall be treated as confidential.

b) Any information relating to Candidates of Sara Eke Recruitment Ltd submitted to the Client (including fees and their CVs) shall not be disclosed to any third party including any competitor of Sara Eke Recruitment Ltd but shall be used by the Client solely for evaluating its employee requirements and must at all times be treated as confidential.

c) The Client shall not publish or disclose to any third party (including any competitor of Sara Eke Recruitment Ltd) any of Sara Eke Recruitment Ltd's proprietary data, correspondence, pricing information, computer programmes, systems information or other confidential information without the prior written consent of Sara Eke Recruitment Ltd and all and any information relating to Sara Eke Recruitment Ltd's business which may be provided by Sara Eke Recruitment Ltd to the Client shall be treated as confidential by the Client to the extent that such information is not public knowledge.

#### 10. LAW

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms of Business are governed and shall be construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.

These terms cannot be varied save in writing by a Director of Sara Eke Recruitment Ltd.

Signed on behalf of Sara Eke Recruitment Ltd.....

I consent to the above terms:

Signed..... Date .....

Print Name ..... Position .....

For and on behalf of .....  
(Company Name)