alchemy

Terms and Conditions of Business

(for the introduction of permanent applicants)

1. These Terms and Conditions are between Alchemy Recruitment Limited (“the Agency”) and the hirer (“the Client” which term shall include all subsidiary and associated companies, firms and associations) seeking to engage the applicant or permanent candidate (“the Applicant”).

2. These Terms and Conditions are deemed to be accepted by the Client by virtue of a request for an introduction, an interview (whether effected by the Agent or directly by the Client), whether in person or by telephone, or email, or by the signing of the Terms and Conditions, or by the engagement (which term includes employment or use, whether under a contract of service or for services, or under an agency, licensee, franchise or partnership agreement) of an Applicant introduced by the Agency. An ‘introduction’ shall mean an interview, the acceptance of a CV or Applicant's details, via the post, e-mail, facsimile, or oral communication.

3. All introductions and Applicant details are confidential and are supplied to the Client on the understanding that it will keep the information confidential and not disclose it to any third party without the Agency's prior written consent.

4. The Agency will not make any introduction or supply of Applicants to the Client until the Client has supplied the Agency with the following information:-

(a) details confirming its personal and corporate identity and the nature of its business;

(b) the proposed start date for an Applicant and the likely duration of the work;

(c) the position the Client is seeking to fill, together with a summary of the type of work the Applicant would be required to do, the location and hours at which he would be expected to work, details of any potential health and safety risks and

any steps the Client has taken to limit such risks including copies of any and all relevant risk assessments undertaken by it in respect of the position it is seeking to fill;

(d) details of the experience, training, qualifications and any authorisations required to be possessed by the Applicant (either as required by law or a professional body, or as the Client considers necessary);

(e) any expenses payable by or to the Applicant;

(f) the minimum rate of remuneration and benefits to be offered and the intervals at which payment would be made, and the length of notice an Applicant in such a position would be required to give or entitled to receive, on termination of their engagement;

(g) written confirmation from the Client, signed by an authorised representative, confirming that it is aware of all the legal and/or professional requirements to be satisfied before the Applicants can be supplied or engaged, together with confirmation that the supply by the Agency to the Client of Applicants will not be detrimental to the Client's interests; and

(h) written confirmation from the Client, signed by an authorised representative, confirming that it authorises the Agency to disclose any and all information provided by the Client under this clause 4 to such of its officers and employees as it shall see fit, and authorising the Agency and such officers and employees to disclose any of the information to Applicants introduced or supplied by it.

5. Fees will be charged for any Applicant engaged as a consequence of, or resulting from an introduction to the Client, even though the introduction is made indirectly. This fee shall be payable if the Applicant is engaged for any position or subsequently re-applies for any other position within the Client company or is engaged by any associate company, firm or person or third party to whom the Client may introduce the Applicant within the period of one year from the date of introduction. All introductions are confidential. The passing on of an introduction to another employer, recruitment agency, employment business, firm or company

which results in an engagement renders the Client liable to pay the Agency’s fee as set out above.

6. If within twelve months of the Client asking the Agency to introduce an Applicant to the Client or within twelve months of the completion by a temporary worker of his assignment or the engagement of an Applicant by the Client (whichever shall be the later) it agrees to engage any person who is or was during that period an employee of the Agency then the Client will become liable for a fee calculated in accordance with the provisions of clause 12. No rebate shall apply in respect of any such fee charged.

7. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client. However the Agency does not personally establish references and the Client must satisfy himself as to the suitability of any Applicant and shall be responsible for taking up any references (including confirmation of any professional or academic qualifications) provided by any Applicant and/or the Agency before engaging such Applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfy any medical and other requirements or qualifications required by law, save where it is required by law that the Agency obtains evidence of qualifications, references or permits.

8. The Agency shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or the introduction by the Agency to the Client of any Applicant or the engagement of any Applicant by the Client.

9. The Agency shall not be liable for any loss injury damage costs expenses or delay howsoever caused (and whether direct, indirect or consequential) arising directly or indirectly from the introduction or supply of any Applicant and in particular without limitation to the foregoing the Agency shall not be liable for any such loss injury damages costs expenses or delay arising from or in any way connected with:-

(a) failure of an Applicant to meet the Client's requirements;

(b) any act or omission of an Applicant whether wilful negligent fraudulent dishonest reckless or otherwise.

Provided that nothing in these terms shall be construed as purporting to exclude or restrict any liability of the Agency to the Client for death or personal injury resulting from the Agency's negligence as defined in the Unfair Contract Terms Act 1977.

10. The liability of the Agency to the Client for any breach by the Agency of these terms and conditions or for any liability in negligence or otherwise shall not (save to the extent that such results in death or personal injury) exceed the Agency's commission relating to the introduction or supply of the relevant Applicant. In any event the Agency will not be liable in relation to any matter not reported by the Client in writing to the Agency within [3 working days] of its occurrence.

11. The Client shall indemnify the Agency against all and any claims and liabilities howsoever arising in respect of any loss injury damage costs expenses or delays suffered or incurred by an Applicant howsoever caused (whether arising out of the Client’s acts omissions or otherwise) and against all and any claims made by any third party (arising from the Client’s omissions or otherwise) and against all and any claims made by any third party arising directly or indirectly or in any way connected with the introduction or supply of an Applicant to the Client or the acts or omissions of any such Applicant whether wilful reckless fraudulent

negligent dishonest or otherwise. The Client shall also indemnify the Agency against all and any claims made by any Applicant supplied to the Client arising from or relating to The Working Time Regulations 1998.

12. In the event of the Client wishing to engage one of the Agency’s Temporary Workers on a temporary basis the Agency’s terms and conditions relating to the supply of Temporary Workers by it, acting as an employment business, will apply.

13. The introduction fee is payable by the Client to the Agency immediately on engagement of an Applicant and in any event within fourteen days of the invoice date. The introduction fee is calculated on the gross annual remuneration which term shall include base salary and fees, guaranteed and/or anticipated bonus and commission earnings, PRP, 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 on the client. Where the client provides a company car or car allowance a notional amount of £4800 will be added to the salary in order to calculate agency fees as set out in the scale of fees below. The Agency at its sole discretion may offer discounts from the normal rate applicable, but any such discount shall automatically be revoked if payment is not received within fourteen days from the date of invoice, whereupon the full rate shall apply.

SALARIES UP TO £19,999 - 17.5%
£20,000 AND ABOVE - 20%
INTERNATIONAL PLACEMENTS (20% - 25%)

14. The Agency's invoices are subject to VAT and all accounts are payable 14 days from the date of the invoice. The right is reserved in respect of any invoice not paid within 30 days to charge interest (without prior notification) and to recover debt recovery costs in accordance with the Late Payment of Commercial

Debts (Interest) Act 1998 (from time to time amended) as amended by the Late Payment of Commercial Debts (Interest) Regulations 2002.. Payment must be made without deduction or set-off. All costs charges and expenses incurred by the Agency in recovering any outstanding account shall be paid by the Client on a full indemnity basis. Should any invoice be due and unpaid after 14 days then all invoices raised shall become immediately due and payable.

(a) The Agency may give the Client a credit calculated as set out in the table below in the event of any Applicant terminating and/or the Client lawfully terminating the employment of the Applicant within 8 weeks of the engagement date and where the Client, (which includes any subsidiary of the Client or any associated company firm of the Client or any person associated with the Client) does not re-engage the Applicant in any capacity whatever within one year from the date of termination of the employment of the Applicant;

(b) Notification of any entitlement to credit must be made in writing to the Agency within seven days of the termination of the engagement. This entitlement will only apply if the fee has been paid in full within fourteen days of the engagement.

(c) Should a permanent engagement terminate before the expiration of eight weeks a refund may be allowed against the fee for each complete week not worked as set out in the scale of rebates below.

1st & 2nd week of employment - 100%

3rd week of employment - 60%

4th week of employment - 50%

5th week of employment - 40%

6th Week of employment - 30%

7th week of employment - 20%

8th week of employment - 10%

In any event a minimum administration fee of £200 will be charged.

15. On receiving a request for the introduction of an Applicant the Agency will endeavour to supply an Applicant to the Client from its register. The Agency however will not be responsible for the accuracy of any information supplied to the Client in respect of any Applicant save in respect of any legal obligation on the Agency to provide the Client with updated information where the same has been provided to or obtained by the Agency. The Client is responsible for assessing the suitability of any Applicant and for engaging that candidate and taking up any reference supplied.

16. The Client is responsible for ensuring that it holds any necessary licences, permits and consents for any work an Applicant is required to do and in relation to any place where that work is to be carried out.

17. The Client is responsible for ensuring that any Applicant supplied by the Agency has the necessary qualifications licences capability integrity and suitability for the purpose for which they are required other than where it is required by law that the Agency obtains evidence of qualifications licences capability integrity and suitability.

18. The Agency does not warrant the ability of any Applicant.

19. The Client is responsible for ensuring compliance with all health and safety and other legislation relating to any assignment and the supervision direction and control of any worker supplied to the Client. Accordingly any insurance cover should be arranged directly by the Client.

20. No variation of these Terms and Conditions is valid or binding unless approved in writing by a director of the Agency.

21. Where the Agency is acting as an employment agency, unless the Client specifically authorises it in writing to do so, the Agency cannot and will not, nor shall it be deemed to be authorised to, act as the Client's agent in entering into contracts on its behalf with Applicants.

22. The Client agrees, forthwith upon demand, to provide the Agency with complete and accurate written details of any Applicant's total remuneration and it hereby warrants that any such details it provides are and will be complete and accurate.

23. These Terms and Conditions shall be governed by and be construed in accordance with the laws of England and Wales and the Client submits to the non-exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of these Terms and Conditions.

24. These Terms and Conditions are valid from June 2004 and supersede and replace all previous Terms and Conditions of the Company.