

# sublime RESOURCING

## Conditions for the hire of Permanent Staff to be directly employed by the Client TERMS OF BUSINESS

### 1. TERMS

These terms constitute the contract between Sublime Resourcing Ltd and the Employer Client (hereinafter called the "Client").

These Terms of Business are deemed to have been accepted by the Client, by virtue of the offer of an interview, either by telephone or face-to-face or the Engagement of an Applicant.

These terms contain the entire agreement between the parties and prevail over any other terms of business or purchase conditions put forward by the Client.

#### Definitions of the Terms

"Applicant" means the person introduced by the Company 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 Company's own staff; "Client" 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;

"Company" means Sublime Resourcing Ltd of 49-51 Yew Tree Road, Slough, Buckinghamshire, SL1 2AG.

"Engagement" means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee.

### 2. THE CLIENT AGREES

- A.) To notify the Company immediately an offer of employment is made to the applicant along with details of the annual remuneration.
- B.) Upon arranging a meeting or interview with a prospective candidate, any CV or other candidate details remain the intellectual property of Sublime Resourcing Ltd for a period of six (6) months and any engagement must be via Sublime Resourcing Ltd.
- C.) To pay the placement fee to the Company, or its assignee, within 14 days of the invoice date. Sublime Resourcing Ltd reserves the right to charge interest on any accounts that remain outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and its amendments.
- D.) To notify the Company immediately (within 24 hours), if they have received an applicants CV from another source.
- E.) To be bound by all constituent paragraphs in this document

### 3. FEES

A fee is payable to the Company, or its assignee, by the Client for the introduction of an applicant and this is calculated as set out in the scale of fees on the annual remuneration or subject to a minimum of £2000.00, payable by the Client, based upon an offer of employment to the applicant. VAT shall be paid at the ruling rate.

#### Basic Annual Salary Percentage Fee Payable

£0,000 - £29,999 20%  
£30,000 - £49,999 25%  
£50,000 - £79,999 30%  
£80,000+ As Negotiated.

The Company may alter this scale from time to time and, if appropriate, the Client will be advised in writing. In the event that the Engagement is for a fixed term of less than 12 months, the fee payable is also calculated as a percentage of the Applicant's anticipated annual remuneration.

### 4. CANCELLATION FEE

If after an offer of employment has been made to the applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum fee of 5% of the Basic Annual Salary.

### 5. CONFIDENTIALITY

Introductions are strictly confidential. The passing on of an introduction to another party, which results in an engagement, "within a period of 6 months from introduction", renders the Client liable to payment of the Company's fee as set out in Paragraph 3.

\* These Terms of Business are subject to a satisfactory credit check being obtained by the Company for the Client. \*

## Terms of Business

### 6. CANDIDATES SUITABILITY

The Company endeavours to ensure the willingness of any Applicant introduced to accept the position the Client wishes to fill and their suitability by obtaining confirmation of the Applicant's identity, experience, training, qualifications and professional status as required by law, the Client or a professional body. When proposing an Applicant to a Client, the Company shall inform the Client of such matters noted above where they have obtained confirmation. If this information is provided verbally it will be confirmed in written form, either in hard copy or electronically, within 3 working days.

6.2 The Company 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 statutory body to enable the Applicant to work in the position that the Client seeks to fill and to ensure that it would not be detrimental to the interests of either party for the Applicant to work in the position the Client seeks to fill.

6.3 Notwithstanding the above, the Client shall satisfy itself as to the suitability of the Applicant and take up any references provided by the Applicant before engaging the 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 in to 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.

6.4 To enable the Company to comply with its obligations under points 6.1, 6.2 and 6.3 above the Client undertakes to provide the Company with details of the position it seeks to fill, the type of work required of the Applicant, its location and hours, the experience, training, qualifications, and any authorisation required by law, the Client or a professional body for the Applicant to possess in order to work in the position and any risks to Health and 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 of commencement, the likely duration of the work, the remuneration and payment intervals and the notice periods applicable to both parties.

### 7. LIABILITIES

The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the Client or from the introduction by the Company to the Client of any applicant or the engagement of any applicant by the Client.

### 8. REBATE

In order to qualify for the Rebate Scheme, the Client must have paid the Company's fee within 14 days of the date of the invoice and must notify the Company in writing of the termination of Employment within 7 days of this event.

The Client will be entitled to the following rebate scheme should the Applicant terminate their employment or if it is terminated by the Applicant's death.

**Exceptions:** Rebates will not apply in the first year if the Applicant is made redundant during the Engagement.

Provided that the above terms are met then the following applies should the Applicant leave during the first year:-

0 - 4 Weeks 90%

5 - 12 Weeks 50%

Exceeding 12 Weeks NIL

Should the Client or any subsidiary or associated company to the Client subsequently re-engage the applicant within the period of twelve calendar months from the date of termination, a negotiated fee based around the rebate scheme becomes payable.

### 9. INTEREST

The Company reserves the right to charge the Client interest at 8% per annum above the base rate from time to time in force of The Bank of England on all overdue invoices from the date of the invoice to the date of payment of the invoice, together with compensation for any costs suffered by the Company or its assignee arising from late payment, in accordance with its rights under the Late Payment of Commercial Debts (Interest) Act 1998. All legal costs and expenses incurred by the Company in seeking to collect overdue invoices from the Client will be payable by the Client on an indemnity basis.

### 10. LAW

These Terms of Business are governed by the law of England & Wales and are subject to the jurisdiction of the Courts of England & Wales and any variation to them in respect of fees must be previously agreed by a Manager of the Company and set out in writing and a copy of the varied terms sent to the Client stating the date on or after which such varied terms shall apply.

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