

Terms and Conditions

1. Definitions

1.1 In these terms and conditions the following definitions apply

"Agency"	means Jacaranda Recruitment Ltd, Company Registration: 4946280
"Applicant"	means the person or company introduced by the Agency to the Client before and after the Engagement.
"Client"	means the person, firm or organisation or any associated third party to whom the Applicant is introduced by the Agency.
"Engagement"	means the employment of the Applicant by the Client.
"Introduction"	means when the Agency orally, electronically or in writing gives any information to the Client concerning the Applicant.
"Service"	means the Service that the Agency provides to the Client in the finding and selection of prospective (the) Applicant(s).
"Terms"	means these Terms and Conditions of Business.

2. Agreement

2.1 These Terms constitute the agreement between the Agency and the Client (the Parties) and are deemed to be accepted by the Client by virtue of an Introduction to or the Engagement of an Applicant.

2.2 The Terms are deemed to be accepted by the Client immediately after the Client requests the Agency orally, electronically or in writing to provide the Service and represent the entire agreement between the Parties and no statement or representation by either party have been relied upon by the other.

2.3 Unless specially agreed in writing by a Director of the Agency, these Terms shall prevail over any terms of business or conditions printed or written upon any other document passing between the Parties or purchase condition put forward by the Client.

3. Introduction

3.1 The Client shall provide the Agency with all information necessary to enable the Agency to forward appropriate Applicants including an accurate Job Description and Person Specification, location and hours of work, experience, training, qualifications 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. In addition the Client shall provide to the Agency details of the date the Client requires the Applicant to commence, the remuneration scale, holidays, sick pay, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice the Applicant would be entitled to give and receive to terminate the employment with the Client.

3.2 The Agency will take all reasonable steps to ensure that the Applicant is reasonably suitable for the Engagement as specified by the Client in accordance with clause 3.1.

3.3 The Client must notify the Agency in writing immediately of the Engagement of an Applicant and shall provide forthwith full details of the conditions of Engagement, including remuneration.

3.4 Where an Applicant has been Introduced to the Client, and either:

3.4.1 no employment results, but the Applicant is subsequently employed by the Client up to 6 months after the Introduction; or

3.4.2 the Client introduces the Applicant either directly or indirectly to a third party resulting in employment of the Applicant the Client shall in all such cases immediately notify the Agency in writing and will remit the fee to the Agency.

3.5 In the event of an employee of the Agency with whom the Client has had dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an Introduction fee to the Agency in accordance with clause 5.1.

4. Suitability and References

4.1 The Agency shall use its best endeavours to ensure the suitability of the Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and professional registrations which the Client has communicated to the Agency as being necessary or which may be required by law or any professional body; and that the Applicant is willing to work in the position the Client has communicated to the Agency as the position to be filled.

4.2 The Agency shall use its best endeavours to take all such steps as are reasonably practicable to ensure that the Client and the Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position the Client has communicated to the Agency it seeks to fill.

4.3 Notwithstanding clauses 4.1 and 4.2 above the Client shall satisfy itself and the Agency gives no warranties as to the suitability of the Applicant. The Client shall satisfy itself as to the authenticity of references, identity papers, qualification certificates and translations thereof provided to the Client by the Agency taking up references directly where deemed necessary 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 into medical history of the Applicant.

5. Fees

5.1 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the fee structure provided in the Agency proposal, or fee otherwise agreed in writing, based on the remuneration applicable upon Engagement. VAT will be charged on the fee, if applicable.

5.2 In the event that the Client cancels or alters the date of interviews 15 days or less before the interview/s a fee to cover administration and the travel and accommodation costs of Applicants will be charged to the Client.

5.3 The fee is incurred by the Client when the Applicant commences the engagement or if, after an offer of Engagement has been made the Client decides for any reason to withdraw it, when the Agency will raise an invoice to the Client for its fees.

5.4 Fees are payable by return and no later than 14 days from the issue of invoice (unless otherwise agreed in writing between the parties).

5.5 The Agency reserves the right to charge interest on any other sum due under these Terms and which is unpaid after 14 days from arranged Applicant start date and the Client shall pay interest at the rate of 4% per annum above the base rate for the time being of Lloyds TSB Plc (or the base rate for the time being of such other London clearing bank as the Agency designates for the purpose) calculated on a daily basis on the amount unpaid and from the date on which it was due until the date on which payment is made.

6. Refund Scheme

6.1 If the Engagement of the Applicant is terminated of his/her own volition (except where the Applicant leaves of his/her own volition because of constructive dismissal, redundancy, serious injury or serious ill health, including serious injury or serious ill health of next of kin); and

6.1.1 the Agency is unable to put forward a suitable alternative Applicant within 10 weeks of being informed of the termination of the Engagement; and

6.1.2 the Client has met its obligations in full including all payment obligations; and

6.1.3 the date of termination including any relevant notice period is within the first 3 months of the commencement of the Engagement; and

6.1.4 the Client has, in writing, informed the Agency of such termination within 5 working days of the termination so occurring; and

6.1.5 the fee has been paid within 14 days of the Applicant's agreed start date; and

6.1.6 the Client has signed and returned acceptance of the Agency's Terms prior to the Applicant commencing employment with the Client then a refund will be payable by the Agency on a pro-rata basis on the unfulfilled part of a 6 month period.

7. Warranties and Indemnities

7.1 Without prejudice to Clause 4 of these Terms the Client is responsible for the choice of Applicant based on the Client's own assessment of the Applicant's suitability for work and the Agency gives no warranty to this effect.

7.2 The Agency's Fees and Refund Scheme is charged and applied on this basis. The Client accepts that the following limitations as set out at Clause 7.2 and each of its sub clauses are fair and reasonable.

7.3 Except for death or personal injury as a result of the Agency's negligence or for any fraudulent misrepresentation, the Agency will not be liable for any loss, damage, costs or expenses including without limitation:

7.2.1 economic loss, which shall include loss of profits, business, revenue, goodwill or anticipated savings; or

7.2.2 special, indirect or consequential loss; or

7.2.3 loss arising from any claim made against the Client by any other person; or

7.2.4 loss arising from the Applicant's negligent or tortious act or omission or the non-attendance of the Applicant at any time, misconduct, lack of skill, dishonesty or otherwise.

7.4 The Client shall fully and effectively indemnify the Agency against all cost claims, damages, expenses or losses suffered by the Agency as a result of the Engagement, or in connection with, these Terms.

8. General

8.1 Each party shall treat as confidential all information from the other pursuant to the contract and these Terms and shall not divulge any such information to any person without the other party's written consent.

8.2 In the event that any provision of these Terms is held to be void or otherwise unenforceable by any judicial or other competent authority the remaining provisions of the Terms shall remain in full force and effect.

8.3 The Agency shall not be liable for any delay or for the consequence of any delay in performing any of its obligations pursuant to these Terms if such delay is due to any cause whatsoever beyond its control

8.4 Any notice required or permitted to be given under or as a result of these Terms shall only be effective if it is in writing. Notices pursuant to these Terms shall be sent to the other party at the registered office, usual place of business or their last known place of abode. Any notice given shall, in the absence of earlier receipt, be deemed to have been duly given as follows: if delivered personally, upon delivery; if sent by first class post two clear days after posting and in proving such service, it shall be sufficient to prove that the notice was properly addressed and posted; if sent by facsimile, on successful transmission.

8.5 These Terms shall be governed in accordance with the laws of England and submit to the exclusive jurisdiction of the English Courts.

Name Client _____

Sign Client _____

Name Agency _____

Sign Agency _____