

OUR TRANSPARENT & SUCCINCT TERMS & CONDITIONS OF BUSINESS

1 General

1.1 These terms apply to all business undertaken between Strictly People (“Company”) and the employer (“Client”). “Client” shall include any business or person associated with the business of the Client.

1.2 These terms may not be varied unless expressly agreed in writing by a director of the Company.

1.3 The Client is deemed to have accepted these terms when it requests or obtains details of a prospective Candidate from the Company (“Candidate”) or engaged the services of the Company for other work such as, but not exclusive to, targeted search & select (“Headhunting”) learning and development programme(s), coaching, facilitation, etc.

2 Engagement & Suitability

The Client shall:

2.1 Immediately notify the Company upon making an offer to employ a Candidate; and

2.2 Pay to the Company a fee (“Fee”) in respect of the subsequent engagement by the Client of a Candidate for reward.

2.3 Satisfy itself as to the suitability of the Candidate and ensure compliance with all employment law and anti discrimination legislation in relation to the search, selection and potential appointment of a Candidate.

2.4 The Company endeavors to ensure the suitability of any candidate introduced to the client. The client shall nevertheless satisfy himself as to the suitability of any candidate and shall take up any references provided by any candidate and / or the company before engaging such a candidate. The client shall be responsible for obtaining other work and other permits for the arrangement of medical examinations and / or investigations into the medical history of any candidate and satisfy any medical or other requirements or qualifications.

3 Fees

3.1 The Fee for employment of a Candidate is charged as a percentage of the Candidate’s gross annual salary for his/her first year.

3.2 Fees for bespoke search and selection and all other assignments, as mentioned above but not exclusive to, will be agreed in advance by the Company and the Client.

3.3 Bespoke assignments may incur a percentage of the total expected fee to be paid in instalments i.e. pre, during and post assignment. This will be agreed in advance.

3.4 The Client will pay all Fees owed to the Company no later than 21 days from receipt of the Company’s invoice.

3.5 Delayed payment of Fees will result in any refund schemes, specific to the employment of a Candidate by the Client, being terminated.

4 Refunds

4.1 If, within 3 months of a Candidate joining the Client, they cease to continue working for the

Client the following pro-rated refund scheme will apply:

Termination within 1st Calendar Month 75%

Termination within 2nd Calendar Month 50%

Termination within 3rd Calendar Month 25%

4.2 The Client is responsible for providing the Company with written notification of the Candidate’s termination.

4.3 The Client accepts that they will be liable to pay a full fee to the Company should they subsequently reemploy the candidate within 12 months of the termination of their employment.

5 Liability

5.1 The company 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 any way connected with the company



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seeking a candidate for the client or from the introduction from the engagement of any candidate by the client or from the failure of the company to

introduce a candidate. For the avoidance of doubt, the company does not exclude the liability for death or personal injury arising from its own negligence.

These Terms and Conditions have been agreed and accepted by:

Name: Company:
Position: Date:
Signature:

**Signed by a Director
of Strictly People: Date:**

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