

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF (CONTINGENCY)

1. DEFINITIONS

In these Terms:

“**Client**” means the person, firm or corporate body to whom the Applicant is introduced.

“**Applicant**” means the person introduced by Countryside Recruitment.

“**Appointment**” means the appointment of an Applicant to perform services whether under a contract of service or services and ‘Appointment’ shall be construed accordingly.

2. THE CONTRACT

- a) These Terms of Business are deemed to be accepted to the Client by virtue of an interview with or the Engagement of the Applicant.
- b) Alterations to the Terms of Business can only be accepted if confirmed in writing by a member of Countryside Recruitment.

3. NOTIFICATION AND FEES

- a) The Client agrees to notify Countryside Recruitment immediately an Applicant is Appointed.
- b) The Client agrees to pay Countryside Recruitment’s fee for the introduction of the Applicant within 14 days of commencement of the Engagement. The fee payable by the Client is calculated in accordance with the accompanying scale of fees according to the Applicants proposed Basic Salary level.

Fees for the successful introduction and then subsequent appointment of a candidate on an employed basis will attract a fee equal to 10% of basic salary.

4. SUITABILITY

Countryside Recruitment will strive to ensure the suitability of any Candidate introduced to the Client. However, Countryside Recruitment does not personally establish references and the Client must satisfy himself / herself as to the suitability of any Applicant and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) provided by any Applicant and / or Countryside Recruitment for engaging such Applicant. The Client shall be responsible for obtaining work and other permits, for arranging medical examinations and / or investigations into the medical history of any Applicant, and satisfying any medical and other requirement or qualifications required by law.

5. INDIRECT INTRODUCTIONS

Introductions are confidential. Any information passed on to a third party which results in the Engagement of an Applicant, or the use of an Applicant, whether temporary or permanent, renders the Client liable to payment of Countryside Recruitment’s fees as set out in the scale of fees above. An introduction fee calculated in accordance with the scale of fees above will be charged in relation to any Applicant as a consequence of or resulting from an introduction by or through Countryside Recruitment even though the introduction may be made indirectly. The refund guarantee shall not apply to any indirect introductions.

6. REFUND GUARANTEE

In the event of the Applicant leaving the Client’s employment within the defined period, provided that Countryside Recruitment is notified in writing within 7 days of termination of employment and provided the Client has paid Countryside Recruitment fee within 14 days of the date of the invoice, Countryside Recruitment shall endeavor to seek one replacement at no extra cost to the Client. If Countryside Recruitment is unable to find a replacement, the client shall receive a credit against the fee paid which shall be calculated as a proportion of the introduction fee as follows: -

Month 1 100%
Month 2 70%
Month 3 40%

Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant, or use the Applicant, within the period of 6 calendar months from the date of termination then a full fee in accordance with the scale of fees above becomes payable (with no entitlement refund).

7. LIABILITY

Countryside Recruitment shall not be liable to the Client for any loss, injury, damages, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Engagement and in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with: -

- a) The failure of the Applicant to meet the requirements of the Client for all or any of the purposes for which the Applicant is required by the Client.
- b) Any act or omission of an Applicant whether willful, negligent, fraudulent, dishonest, reckless or otherwise.
- c) Any loss, injury, damage, expense or delay incurred or suffered by the Applicant provided that nothing in this condition shall be construed as purporting to exclude or restrict liability of Countryside Recruitment to the Client for personal injury or death resulting from negligence.

The Client undertakes to indemnify Countryside Recruitment in respect of any liability for: -

- a) Loss, injury, damage, expense or delay suffered or incurred by an Applicant howsoever and whosoever caused.
 - b) Loss, injury, damage, expense or delay suffered or incurred by any third party arising directly or indirectly from or in any way connected with the acts and omissions of any Applicant whether willful, negligent, fraudulent, dishonest, reckless or otherwise. This indemnity is given only in respect of any such loss, injury, expense, damage or delay caused during or arising directly or indirectly and out of or in any way connected with an Engagement.
- 8.** In these conditions any notices required to be served on Countryside Recruitment shall be deemed to be served: -
- a) If sent by post, on the second business day following the date of posting.
 - b) If sent by telex, facsimile or e-mail, on the day of receipt by Countryside Recruitment.

9. CONFIDENTIALITY

The Client undertakes to respect as confidential all information of whatever nature about Applicants given to it by Countryside Recruitment and not to approach an Applicant's past or current employer without the Applicant's express permission.

10. PROPER LAW

The contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.

Signature	
Name (Please Print)	
Position	
Company	
Date	

