



Intellect Recruitment is part of the InterQuest Group

## 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

<b>“Applicant”</b>	means the person introduced by Intellect plc to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of Intellect plc’s own staff.
<b>“Client”</b>	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.
<b>“Agency”</b>	means Intellect Plc of Clarendon House, 81 Mosley Street, St Peter’s Square, Manchester, M2 3LQ.
<b>“Engagement”</b>	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.
<b>“Introduction”</b>	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to Intellect plc to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant.
<b>“Remuneration”</b>	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, 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 of the Client. Where the Client provides a company car £5000 will be added to the salary in order to calculate Intellect plc’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

2.1. These Terms constitute the contract between Intellect plc and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Intellect plc, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Intellect plc and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply

### **3. NOTIFICATION AND FEES**

3.1. The Client agrees:

- 3.1.1. To notify Intellect plc immediately of any offer of an Engagement which it makes to the Applicant;
- 3.1.2. To notify Intellect plc immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Intellect plc; and
- 3.1.3. To pay Intellect plc's fee within 14 days of the date of invoice

3.2 Except in the circumstances set out in clause 6.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when Intellect plc will render an invoice to the Client for its fees

3.3 Intellect plc reserves the right to charge interest on invoiced amounts overdue for more than 14 days at the rate of 8% per annum above the base rate of the Bank of England from the due date until the date of payment. Also fees reduced for any reason will be increased to the non-discounted rate in the event of late payment.

3.4 All communications, interviews and offers of employment are to be made through Intellect plc to whom a copy of any offer must be sent. Failure to inform Intellect plc that an offer has been made or an applicant has commenced employment and provide all details on the remuneration package will result in a charge of £975.

3.5 The scale of fees is:

3.5.1 A minimum fee of £3,000 shall apply for all placements.

3.5.2 Salary up to £24,999  
A sum equal to 20% of annual salary (plus VAT)

3.5.3 Salary of £25,000 - £49,999  
A sum equal to 25% of annual salary (plus VAT)

3.5.4 Salary over £50,000  
A sum equal to 30% of annual salary (plus VAT)

3.5.5 Executive search  
Fees on request

3.6 All fee bands will be converted into Euros where necessary at the prevailing exchange rate as stipulated by the NatWest Bank.

3.7 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.5 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

3.8 If an applicant joins a client on a part-time basis the minimum fee will be 50% of the equivalent fee for a full time role, defined for this purpose as a 35 hour week, at the same rate of pay. In the event of an applicant working hours beyond the invoice level during the first six months, the client will be liable to be re-invoiced on the proportionate difference and must provide written information on actual hours worked at Intellect plc's request.

### **4. VARIATION OF TERMS**

4.1. Intellect does not recognise verbal agreements. Business completed, in the absence of written confirmation from Intellect to the contrary, will be conducted on standard terms and conditions. Variations from standard terms and conditions must be confirmed in writing by an Intellect Director prior to commencement of business, and unless forming a part of a formal supply agreement signed by both parties, will be specific to the placement concerned.

## 5. REFUNDS

- 5.1. In order to qualify for the following refund, the Client must pay the Intellect plc's fee within 14 days of the date of invoice and must notify Intellect plc in writing of the termination of the Engagement within 7 days of its termination.
- 5.2. Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 5.1.

Week in which the Applicant leaves	% of introduction fee refunded
1 - 2	90%
3 - 4	80%
5 - 6	60%
7 - 8	40%
9 - 10	20%
11 - 12	10%

- 5.3. There will be no refund where the Applicant leaves during or after the 13th week of the Engagement
- 5.4. In circumstances where clause 3.7 applies the full fee stated in clause 3.5 is payable and there shall be no entitlement to a refund

## 6. CANCELLATION FEE

- 6.1. If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay Intellect plc a minimum fee of £1000.

## 7. INTRODUCTIONS

- 7.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Intellect plc which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Intellect plc's fee as set out in clause 3.5 with no entitlement to any refund.
- 7.2. An introduction fee calculated in accordance with clause 3.5 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through Intellect plc, whether direct or indirect, within 6 months from the date of Intellect plc's Introduction.
- 7.3. In the event that Intellect plc is requested to arrange an interview either verbally, electronically or in writing then Intellect plc will be deemed to have made an introduction regardless of other circumstances. (This clause does not prejudice the basic rule regarding our introduction resulting in employment).
- 7.4. The fact that the client may previously have been aware of the applicant will not invalidate the introduction of the applicant to the client by Intellect plc regardless of the applicant's attitude to the issue.
- 7.5. Where the amount of the actual Remuneration is not known Intellect plc will charge a fee calculated in accordance with clause 3.5 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to Intellect plc by the Client and/or comparable positions in the market generally for such positions
- 7.6. In the event that any employee of Intellect plc with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving Intellect plc's employment, the Client shall be liable to pay an introduction fee to Intellect plc of £10,000.

## **8. SUITABILITY AND REFERENCES**

- 8.1. Intellect plc endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 8.2. At the same time as proposing an applicant to the Client Intellect plc shall inform the Client of such matters in clause 8.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 8.3. Intellect plc 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 professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 8.4. Intellect plc endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 8.5. Notwithstanding clauses 8.1, 8.2, 8.3 and 8.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or Intellect plc before engaging such 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 the 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.
- 8.6. To enable Intellect plc to comply with its obligations under clauses 8.1, 8.2, 8.3 and 8.4 above the Client undertakes to provide to Intellect plc details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation 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; and any risks to health or 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 the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## **9. LIABILITY**

- 9.1. Intellect plc 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 in any way connected with Intellect plc seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Intellect plc to introduce any Applicant. For the avoidance of doubt, Intellect plc does not exclude liability for death or personal injury arising from its own negligence.

## **10. LAW**

- 10.1. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.