



ALECTO RECRUITMENT LTD ("Alecto Recruitment")
(Company No. 07092830) whose registered office is at Suite E 307, 1000 Lakeside, North Harbour, Portsmouth, PO6 3EN.

TERMS AND CONDITIONS FOR PERMANENT RECRUITMENT

1 APPLICATION OF THESE TERMS

- 1.1 All and any business relating to permanent recruitment undertaken by Alecto Recruitment is transacted subject to these Terms, all of which shall be incorporated in any agreement between Alecto Recruitment and the Client. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly agreed otherwise in writing by a director or other authorised representative of Alecto Recruitment.
- 1.2 These Terms supersede all previous terms and conditions of business of Alecto Recruitment in respect of the subject matter of these Terms whether written, oral or implied.
- 1.3 **If the Client's first instruction to Alecto Recruitment is to undertake a Retained Search Assignment, these Terms shall apply upon Alecto Recruitment's and the Client's agreement that Alecto Recruitment is to proceed with the Retained Search Assignment, otherwise the Client shall be deemed to have agreed and accepted the Terms upon whichever of the following first occurs:**
- 1.3.1 **the Client's receipt of a Candidate's CV;**
 - 1.3.2 **the Introduction of a Candidate;**
 - 1.3.3 **the Client Interviewing or Engaging a Candidate; or**
 - 1.3.4 **a Candidate commencing work for or providing services to the Client or to any Third Party as envisaged under Clause [4.1](#).**

2 DEFINITIONS AND INTERPRETATION

- 2.1 Each term starting with a capital letter and not defined elsewhere in these Terms is as defined in the Schedule to these Terms.
- 2.2 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.
- 2.3 Where the context permits, words denoting:
- 2.3.1 persons shall include bodies corporate and unincorporated associations of persons;
 - 2.3.2 the singular include the plural and vice versa; and
 - 2.3.3 one gender shall include any gender.

2.4 The headings in these Terms are for ease of reference only and shall not affect their interpretation.

3 **INTRODUCTIONS AND CONFIDENTIALITY**

3.1 The Client agrees that Alecto Recruitment's Introduction will be the effective cause of any Engagement and the Recruitment Fee will be charged and payable if the Client has:

3.1.1 not notified Alecto Recruitment within 7 days of the relevant Introduction to the Client that the Candidate is already known to the Client and/or has already been introduced to the Client by another employment agency or business and not provided Alecto Recruitment, within such 7 day period, with satisfactory evidence of the same and with satisfactory evidence that the Candidate was identified to the Client with the Candidate's prior consent (and Alecto Recruitment reserves the right to ask the Candidate whether or not the Candidate gave such consent and the Candidate's response shall be final and binding); or

3.1.2 notified Alecto Recruitment within the period set out in **Clause 3.1.1 that the Candidate is already known to the Client and, within such period, has provided Alecto Recruitment with the satisfactory evidence set out in Clause 3.1.1, but** the Client does not, within such period, provide Alecto Recruitment with satisfactory evidence that the Client has been in contact with the Candidate regarding relevant vacancies within the 3 months prior to the relevant Introduction.

3.2 The Client shall notify Alecto Recruitment within 3 working days:

3.2.1 of any offer of an Engagement which the Client makes to a Candidate; and

3.2.2 upon an offer of Engagement being accepted by a Candidate or otherwise upon the commencement of an Engagement (whichever first occurs) at which time the Client shall provide Alecto Recruitment with details of the Annual Remuneration.

3.3 Notwithstanding **Clause 6.1, the Client:**

3.3.1 shall satisfy itself as to the suitability of any Candidate for the purposes of the vacancy for which a Candidate has been Introduced;

3.3.2 has sole responsibility for selecting a Candidate for Engagement;

3.3.3 should, Alecto Recruitment recommends, make all offers of Engagement subject to receiving satisfactory references, which the Client should take up directly, and verify to its own satisfaction all statements made by or on behalf of a Candidate, in particular ensuring that any legal, professional body or other requirements relating to (without limitation) training, qualifications, authorisations, professional certification, medical requirements and immigration status, are satisfied.

3.4 Introductions of Candidates and any CV supplied by Alecto Recruitment to the Client are confidential and should not be disclosed to any other person without the prior written consent of Alecto Recruitment.

3.5 The Client may only use any CV supplied for the purposes of selecting a Candidate for Interview and deciding whether to Engage a Candidate. If the Client decides not to Engage a Candidate, the Client hereby undertakes to return all copies of the Candidate's CV to Alecto Recruitment and to remove, delete or destroy all records it may have which include details of or from the CV.

4 **FEES**

4.1 Subject to **Clause 4.4** and save where **Clause 4.2** applies, if the Client:

4.1.1 Engages a Candidate; or

4.1.2 (whether or not the Client has complied with **Clause 3.4**) **Introduces a Candidate to another person, including (without limitation) any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person or by any person to whom that person Introduces the Candidate (both a “Third Party”)**

at any time within 12 calendar months from the later of:

4.1.3 the Introduction of a Candidate to the Client by Alecto Recruitment; or

4.1.4 the date of a Candidate’s last Interview with the Client,

and regardless of whether the Candidate is Engaged in the same role for which the Candidate was initially Introduced or in a different role, the Client shall pay Alecto Recruitment a Recruitment Fee pursuant to **Clause 4.3**.

4.2 Subject to **Clause 4.4**, for any **Retained Search Assignment** the Client will pay **Alecto Recruitment a Recruitment Fee pursuant to Clause 4.3** in the following **two instalments**:

4.2.1 50% of the Recruitment Fee upon acceptance by Alecto Recruitment of the Client’s instructions; and

4.2.2 50% of the Recruitment Fee upon the Candidate’s acceptance of an offer of Engagement, save that Alecto Recruitment will increase or reduce the amount of this instalment if necessary if the first instalment was based on a Recruitment Fee calculated on the basis of anticipated Annual Remuneration.

4.3 The Recruitment Fee is based upon a Candidate’s Annual Remuneration in accordance with the following scale:

Annual Remuneration:	Recruitment Fee (as a percentage of Annual Remuneration)
Up to £9,999.99	15%
From £10,000 up to £14,999.99	17.5%
From £15,000 up to £19,999.99	20%
From £20,000 up to £24,999.99	22.5%
From £25,000 up to £89,999.99	25%
£90,000 and over	30%

If the Candidate is engaged on terms under contract for services on remuneration terms whereby the above scale cannot be applied, the Recruitment Fee will in all such cases be subject to a minimum fee of £3,000

4.4 Notwithstanding **Clauses 4.1, 4.2** and **4.3**, **Alecto Recruitment may, at its sole discretion, agree with the Client special terms and/or a discount to the Recruitment Fee connected with the value and/or outcome of the Client’s instruction. Any such special terms and/or discount will be agreed in writing between a director or other authorised representative of Alecto Recruitment and the Client prior to Alecto**

Recruitment's commencement of the recruitment process in relation to the relevant Candidate.

- 4.5 Any Special Terms agreed between Alecto and the Client render our Rebate null and void **and** if the Client fails to:
- 4.5.1 pay Alecto Recruitment in accordance with **Clause 4.6 (or within such other period as may have been agreed in writing between Alecto Recruitment and the Client); and/or**
 - 4.5.2 comply with **Clause 3.2, and/or**
- such special terms and/or discount will cease to apply and the Client will pay Alecto Recruitment a Recruitment Fee calculated in accordance with **Clause 4.3**
- 4.6 All monies due under this **Clause 4 shall become due and payable in full by the Client within 14 days of the date of invoice issued by Alecto Recruitment.**
- 4.7 Alecto Recruitment reserves the right to charge the Client compensation and interest under the Late Payment of Commercial Debts (Interest) Act 1998 on any invoiced amount outstanding after the period for payment set out in **Clause 4.6 (both before and after any judgment) from the due date until the date of payment, and any such compensation and/or interest shall be payable on demand.**
- 4.8 All amounts payable under these Terms are exclusive of value added tax which shall be payable by the Client at the prevailing rate where applicable.

5 **REBATES**

- 5.1 Save in the case of any Retained Search Assignment or if **Clause 4.5 applies, if, within eight weeks of the date the Candidate commences the Engagement, the Client or the Candidate gives notice to terminate the Engagement (whether or not the date of termination falls within such eight week period) and provided that:**
- 5.1.1 all monies due under these Terms have been paid in full by the Client in accordance with **Clause 4;**
 - 5.1.2 such termination is not as a result of redundancy, reorganisation, injury or ill-health or any unlawful discrimination under the Equality Act 2010 (including, without limitation, any unlawful discrimination by reason of the Candidate's or other relevant person's actual or perceived age, disability, gender reassignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation);
 - 5.1.3 such termination is not by reason of a dismissal classed as an automatic unfair dismissal by virtue of the Employment Rights Act 1996 (including, without limitation, unfair dismissal for: reasons connected with pregnancy, childbirth, or statutory maternity, paternity, adoption, parental leave of time off for dependants; a health and safety reason; or making a protected disclosure) or other employment legislation from time to time in force;
 - 5.1.4 such termination has not arisen as a result of the Client entering into the Engagement with the prior or likely intention of disposing with the Candidate's services or terminating the Engagement either without proper cause or with a view to obtaining a replacement or Rebate unfairly; and
 - 5.1.5 the Client serves notice on Alecto Recruitment in writing at its registered office of the termination of the Engagement no later than 7 days from the date the Engagement terminates,

Alecto Recruitment will pay the Client a Rebate calculated in accordance with **Clause 5.2.**

- 5.2** Any Rebate payable in accordance with **Clause 5.1** will be calculated as follows:
- 5.2.1 where notice of termination of the Engagement is given up to two weeks from the date of commencement of the Engagement, 90% of the Recruitment Fee paid by the Client;
 - 5.2.2 where notice of termination of the Engagement is given between more than two weeks and not exceeding three weeks from the date of commencement of the Engagement, 65% of the Recruitment Fee paid by the Client;
 - 5.2.3 where notice of termination of the Engagement is given between more than three weeks and not exceeding four weeks from the date of commencement of the Engagement, 45% of the Recruitment Fee paid by the Client;
 - 5.2.4 where notice of termination of the Engagement is given between more than four weeks and not exceeding five weeks from the date of commencement of the Engagement, 35% of the Recruitment Fee paid by the Client;
 - 5.2.5 where notice of termination of the Engagement is given between more than five weeks and not exceeding six weeks from the date of commencement of the Engagement, 25% of the Recruitment Fee paid by the Client;
 - 5.2.6 where notice of termination of the Engagement is given between more than six weeks and not exceeding seven weeks from the date of commencement of the Engagement, 15% of the Recruitment Fee paid by the Client; and
 - 5.2.7 where notice of termination of the Engagement is given between more than seven weeks and not exceeding eight weeks from the date of commencement of the Engagement, 10% of the Recruitment Fee paid by the Client.
- 5.3** No Rebate shall be made in respect of an Engagement where a Candidate was previously Engaged in any capacity by the Client through Alecto Recruitment.
- 5.4** If, under special terms agreed with the Client in accordance with **Clause 4.4**, **Alecto Recruitment found a replacement for the Candidate and the Client Engaged such replacement and the Client (or any Third Party) subsequently re-Engages (or Engages) the Candidate for whom Alecto Recruitment found the replacement in any capacity within 12 calendar months of the date of termination of that Candidate's Engagement, the Client shall pay Alecto Recruitment a Recruitment Fee calculated in accordance with Clause 4.3 for such subsequent re-Engagement (or Engagement by any Third Party) with no entitlement to a refund or Rebate.**
- 5.5** If Alecto Recruitment has paid the Client a Rebate and the Client (or any Third Party) subsequently re-Engages (or Engages) the relevant Candidate in any capacity within 12 calendar months of the date of termination of the Engagement in respect of which the Rebate was paid, the Client shall repay the amount of the Rebate in full to Alecto Recruitment and shall pay Alecto Recruitment a Recruitment Fee calculated in accordance with **Clause 4.3 for such subsequent re-Engagement (or Engagement by any Third Party) with no entitlement to a refund or Rebate.**

6 ALECTO RECRUITMENT'S OBLIGATIONS

- 6.1 Alecto Recruitment will use its reasonable endeavours to Introduce to the Client a suitable Candidate to fill the position which the Client seeks to fill based on the information provided by the Client to Alecto Recruitment on the position, including the type of work a Candidate in that position would be required to do. Whilst Alecto Recruitment will make every effort to maintain a high standard of integrity and an

efficient service, Alecto Recruitment gives no warranty as to the suitability of any Candidate.

7 THE CLIENT'S OBLIGATIONS

- 7.1 The Client warrants and confirms that prior to Introduction it will give to Alecto Recruitment sufficient information in order for Alecto Recruitment to select a suitable Candidate(s) for the position the Client seeks to fill, including but not limited to:
- 7.1.1 the identity of the Client and, if applicable, the nature of the Client's business;
 - 7.1.2 the date on which the Client requires a Candidate to commence work and the duration, or likely duration, of the work;
 - 7.1.3 the position which the Client seeks to fill, including, but not limited to, the type of work a Candidate in that position would be required to do, the location at which and the hours during which the Candidate would be required to work, any risks to health or safety known to the Client and the steps the Client has taken to prevent or control such risks;
 - 7.1.4 the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body, for the Candidate to possess in order to work in the position;
 - 7.1.5 any expenses payable by or to the Candidate;
 - 7.1.6 the minimum rate of remuneration and any other benefits which the Client would offer to a person in the position which it seeks to fill, and the intervals at which the person would be paid; and
 - 7.1.7 where applicable, the length of notice which the Candidate in such a position would be required to give, and entitled to receive, to terminate the Engagement with the Client.
- 7.2 The Client confirms that prior to Introduction Alecto Recruitment has supplied it with confirmation that the Candidate is willing to work in the position which the Client seeks to fill.

8 LIABILITY

- 8.1 Neither Alecto Recruitment nor any of Alecto Recruitment's staff shall be liable to the Client for any Losses suffered or incurred by the Client arising in connection with any Introduction or Engagement, in particular (but without limitation to the foregoing), any Losses arising in connection with:
- 8.1.1 the failure of any Candidate to meet the requirements of the Client for all or any of the purposes for which the Candidate is required by the Client;
 - 8.1.2 any act or omission of any Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
 - 8.1.3 any Losses suffered or incurred by any Candidate;
- provided that nothing in this **Clause 8.1 shall be construed as purporting to exclude or restrict Alecto Recruitment's liability to the Client for personal injury or death resulting from Alecto Recruitment's own negligence nor as otherwise may be prohibited by law.**
- 8.2 The Client acknowledges that in entering into these Terms it has not relied on any representations, warranties or other assurances by Alecto Recruitment other than those expressly set out in these Terms, provided that nothing in this **Clause 8.2 shall**

operate to limit or exclude any liability for fraudulent misrepresentation between Alecto Recruitment and the Client.

9 **DATA PROTECTION**

- 9.1 Each party warrants and undertakes to the other that, in relation to these Terms, it shall comply strictly with all requirements of the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.
- 9.2 The Client's attention is drawn to the confidentiality notice printed on the front sheet of the CV.

10 **GENERAL**

- 10.1 These Terms are personal to the Client and it shall not be entitled to assign or sub-contract its obligations or rights under these Terms to any third party without the prior written consent of Alecto Recruitment. Alecto Recruitment shall however be entitled to assign or sub-contract its obligations or rights under these Terms to a third party and, upon any such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment, all references to Alecto Recruitment shall be deemed to refer to the assignee.
- 10.2 Any assignment or sub-contracting of its obligations under these Terms by Alecto Recruitment in accordance with **Clause 10.1 to a third party which is an agency as defined under Regulation 2 of the Conduct Regulations shall be subject to the Client's prior consent** (such consent not to be unreasonably withheld or delayed).
- 10.3 No variation or amendment to these Terms is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party.
- 10.4 If any provision or any part of these Terms is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:
- 10.4.1 such provision or part shall to that extent be deemed not to form part of these Terms but the enforceability of the remainder of these Terms shall not be affected;
- 10.4.2 to the extent permitted by law, Alecto Recruitment and the Client shall negotiate in good faith a replacement to any provision severed under **Clause 10.4.1** by a provision which is of similar effect but which is not illegal or unenforceable.
- 10.5 None of the provisions of these Terms is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of Alecto Recruitment who shall be entitled to enforce the provisions of these Terms as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 10.6 These Terms shall be governed by and construed in all respects in accordance with the law in England and Wales and, save as otherwise may be elected by Alecto Recruitment, are governed by the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE

“Annual Remuneration”	the gross annual remuneration of the Candidate Engaged by the Client, including (without limitation) basic salary or fees and a figure for the value of guaranteed and/or anticipated benefits (including the benefit of a company vehicle, the value of which shall be deemed to be £3,000), inducement payments, bonuses, commission and allowances (including car allowances) and any other payments or Benefits in Kind provided or made available to the Candidate which form part of the total remuneration package for the period of 12 calendar months from the date of commencement of the relevant Candidate's Engagement whether the Candidate remains Engaged by the Client for the full 12 calendar months or not (without limitation to any Rebate that may become payable pursuant to Clause 5);
“Benefit in Kind”	any benefit offered to the relevant Candidate in addition to salary or fees which is taxable as a benefit in accordance with HM Revenue & Customs rules from time to time in force;
“Candidate”	a person Introduced by Alecto Recruitment to the Client to be considered by the Client for Engagement;
“Client”	a person (and any person associated with them) to whom a Candidate is Introduced by Alecto Recruitment;
“Conduct Regulations”	The Conduct of Employment Agencies and Employment Businesses Regulations 2003;
“CV”	a Candidate's curriculum vitae and any other details, documentation or information supplied by Alecto Recruitment to the Client relating to a Candidate;
“Engagement”	the employment, engagement or other use, directly or indirectly, of a Candidate on a permanent, temporary or other basis, whether under a contract of service or contract for services, or under an agency, licensee, franchise, partnership agreement or otherwise, and “Engage” , “Engaging” and “Engaged” shall be construed accordingly;
“Interview”	a face to face meeting (in person or by video link) or telephone conversation between the Client and a Candidate, and “Interviewing” and “Interviewed” shall be construed accordingly;

“Introduction”	directly or indirectly introducing a Candidate by way of CV, Interview, meeting or referral, by telephone or otherwise, and “Introduce” , “Introducing” and “Introduced” shall be construed accordingly;
“Losses”	all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
“Rebate”	any rebate of the Recruitment Fee pursuant to Clause 5 ;
“Recruitment Fee”	the fee payable to Alecto Recruitment by the Client upon any Engagement pursuant to these Terms; and
“Retained Search Assignment”	Alecto Recruitment's search on a retained basis for a Candidate for a specialist or senior role; and
“Terms”	the terms between Alecto Recruitment and the Client comprising the terms set out in this document including the Schedule(s).