

TERMS AND CONDITIONS OF BUSINESS

For the Introduction of Permanent Staff to be directly employed by the Client.
These Terms are deemed to cover the supply of services by Suzanne Hendrick Ltd.

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1. Definitions

1.1 In these Terms and Conditions the following definitions apply:

“Applicant”: means the person introduced by the Agency to the Client for an Engagement including any officer or employment of the Applicant, if the Applicant is a limited company, and members of the Agency’s own staff.

“Client”: 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.

“Agency”: means Suzanne Hendrick Ltd, trading as Suzanne Hendrick Recruitment. Registered Address: Studio G3, Grove Park Studios, 188-192 Sutton Court Road, London W4 3HR. Registered no: 8236513.

“Engagement”: means the engagement, employment or use of the Applicant, in any capacity by the Client, or any third party on a permanent or temporary basis, whether direct or otherwise.

“Introduction”: means (a) interview by the Client of an Applicant in person or by telephone, following the instruction to the Agency to search for an Applicant or (b) our passing to the Client a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of the Applicant.

“Remuneration”: means base salary of fees, payments and other taxable , and where applicable non- taxable, emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

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 contact between the Client and the Agency 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 Agency and the Client and unless otherwise agreed in writing by one of the Directors, 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 the Agency and the Client, and are set out in writing, with a copy of the varied terms given to the Client station the date on or after which such varied terms shall apply.

2.4 Where the Agency has given notice to the Client that these terms apply, the Agency will operate as an employment Agency in relation to the Client and the Applicant.

3. Notification and Fees

3.1 The Client will agree to:

(a) Notify the Agency immediately of any offer of an Engagement made to the Applicant.

(b) Notify the Agency immediately your offer of an Engagement to the Applicant has been accepted and to provide details of the annual Remuneration.

(c) Pay the Agency fee within 30 days of the date of invoice.

3.2 The Client will incur no fee until the Applicant commences the Engagement, when the invoice will be sent to the Client for the Agency’s fees.

Suzanne Hendrick Ltd.

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3.3 The Client shall be liable to pay the Agency a fee for each Engagement and shall be calculated in accordance with the fee structure. VAT at the current rate will be charged on the fee.

3.4 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at a rate of 5% from the due date until the date of payment.

3.5 The Introduction of Applicants is confidential. Disclosure by you to a third party of any details regarding an applicant introduced by the Client, which results in an Engagement with that third party within 6 months of the Introduction, renders the Client liable to payment of the Agency fee, with no entitlement to any refund.

3.6 For the avoidance of doubt, in the event of an introduction of an Applicant by more than one employment agency or employment business, the fee in clause 3.3 shall remain payable by the Client, unless the Client can provide written evidence that the Applicants details were received in writing from another employment agency or employment business before being received from the Agency.

3.7 An Introduction fee, in accordance with clause 3.3 will be charged in relation to any Applicant Engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's introduction.

4. Refunds

4.1 In order to qualify for the following refund guarantee you must pay our fee within 30 days of the date of invoice and must notify us in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant has been made redundant) the Agency will either replace free of charge or offer 100% refund.

4.3 A replacement Applicant under the guarantee scheme is only applicable when the replacement is for the same position, at the same income and based at the same office location. Should the Client, any subsidiary, or associated company of the client subsequently engage the Applicant within a period of 6 calendar months from the date of termination, a full fee in accordance with clause 3.3 will become payable.

5. Suitability and References.

5.1 We endeavour to ensure the suitability of any Applicant introduced to you by obtaining confirmation of the Applicants 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 you seek to fill.

5.2 Notwithstanding clause 5.1 the Client shall satisfy themselves as to the suitability of the Applicant and shall take up any references provided by the Applicant to you or us before engaging such an Applicant. The Client is responsible for obtaining work permits, and /or such other permission to work as may be required.

6. Liability

6.1 The Agency shall not be liable under any circumstances for any loss, 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, the Agency seeking an Applicant for the Client or from the Introduction to, or Engagement of, any Applicant by the Client or from our failure to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury from its own negligence or fraud.

7. Law

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

7.2 The agency is an equal opportunities organisation and is committed to providing equal opportunities to its Applicants. The Client acknowledges this policy and agrees to conduct its relationships with the Agency and any Applicants in accordance with equal opportunities.

7.3 The agency recognises its obligations under the Data Protection Act 1998 in relation to processing personal data and complies with the requirements of the DPA in the operation of its business.

Company Name	
Client Name	
Signed for and on behalf of the client	
Date	

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Introduction Fees and Conditions for Permanent Staff, including Contract and Part-Time.

Fee Structure and Guarantee Period.

Annual Salary	Fee	Guarantee Period
Up to £39,999	£3,000	12 weeks
£40,000 and above	£5,000	12 weeks
Part time	£3,000	12 weeks
Contract	£3,000	one week for every month of the contract up to a maximum of 12 weeks.

“Annual Salary” means the total gross remuneration agreed to be paid by the Client in the first year.

Conditions

- During the guarantee period, a free replacement (conditions apply, clause 4.3) or 100% rebate will be offered if the engagement is terminated for any reason other than redundancy. There will be no refund where the Applicant leaves during or after the 13th week of the Engagement.
- Any invoice not paid within 30 days, unless special arrangements have been authorised and confirmed in writing, the Client will not be eligible to benefit from the offered guarantee.
- If there are any amendments agreed in advance to the Terms and Conditions of Business, the invoice must be paid within 30 days; otherwise the amendments will be cancelled.
- VAT at the current rate will be charged on the fee.

Benefits

- Fixed fee structure.
- One off fee for contracts.
- No cancellation fee if for any reason the Client decides to withdraw the offer.
- 30 days payment terms.
- 100% refund or free replacement (conditions apply, clause 4.3) for the first 12 weeks of employment.