

Terms of Business – Permanent Recruitment

Interpretations

- i. The Best Connection Group Limited (Company No. 02600534) hereafter called "TBC"
- ii. "The Client" means the Business or Person who engages "TBC" to supply recruitment services.
- iii. "Terms of Business" means the standard Terms and Conditions applicable to the supply of services set out in this document.
- iv. "Candidate" means any person introduced by "TBC" to the Client for Employment, including any member of "TBC"s own staff.
- v. "Candidate Information" means any information relating to a Candidate provided to the Client by TBC
- vi. "Interaction" means any action taken by the Client in response to the Introduction of a Candidate or the receipt of Candidate Information including but not limited to, contacting a Candidate, passing Candidate Information to a third party, Engaging a Candidate and requesting an interview with a Candidate.
- vii. "Introduction" means the presentation of a Candidate or Candidate's Information by "TBC" to the Client irrespective of whether the Client knew of the Candidate prior to such presentation by "TBC".
- viii. "Engages" and "Engagement" means the employment (whether on a permanent, temporary, contract, franchise, agency, licensee or self-employed basis) of any Candidate introduced by "TBC" by the Client or any third party the Candidate is introduced to by the Client, whether for the original position offered or for any other position within 6 months of introduction, whichever is later.
- ix. "Salary" means the agreed annual remuneration for any successful Candidate who is engaged by the Client. Salary shall include basic salary plus any anticipated commission or bonus or other monies within the first 12 months of the Candidate employment.
- x. "Permanent Recruitment" is recruitment conducted on a contingency fee arrangement (Payment on start date) unless a retained proposal has been agreed.
- xi. "Retained Recruitment" is the service provided by "TBC" where the complexity and/or duration of the work requires the fee to be paid in stages during the exercise, as agreed in a separate proposal.
- xii. If any clause is held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, that part will be severed from all other terms without affecting the validity or enforceability of all other provisions of the Terms of Business shall not be affected.

Acceptance

1. These Terms of Business are between "TBC" and the Client and shall be deemed accepted by the Client, and binding on the Client, following the Interaction by the Client with a Candidate or the Candidate Information.
2. These Terms of Business contain the entire agreement between "TBC" and the Client and shall supersede all prior agreements, arrangements, communications, promises, representations, warranties or understandings between "TBC" and the Client, whether communicated orally or expressed in writing.
3. The Client acknowledges that it has not relied on any promises, representations, warranties or understandings save for those contained in these Terms of Business.
4. No variation of these Terms shall be valid unless expressly agreed in writing and signed by a Director of "TBC".

Introduction

5. TBC shall introduce Candidate's to the Client with a view to the Engagement of those Candidates, acting as an Employment Agency in compliance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003. TBC may send CV's speculatively with the express permission of the Candidate. As set out above any Interaction with these CV's will represent acceptance of these Terms of Business.
6. The Client agrees to notify TBC within 7 days of the date it intends to Engage a Candidate and to pay a placement fee at the rate agreed in the "Scale of Fees". Any Engagement of a Candidate will result in the placement fee becoming due.
7. Notification of the Client's intention to Engage a Candidate can be delivered by the Client or the TBC representative as agreed between the parties.
8. TBC endeavours to ensure the suitability of Candidate introduced to the Client, however no liability is accepted and no warranties given for Candidates that do not meet the required standard other than those listed in "Scale of Rebates", it is the Client's responsibility to satisfy itself of the suitability of the Candidate. The Client shall be responsible for obtaining work and other permits and other screening such as medical and drug testing unless expressly agreed in the form of a Retained Recruitment

Scale of Fees

9. Fees to be paid in respect of an Engagement shall be paid within 14 days of the date of invoice and will be charged as a percentage of their annual Salary

Projected Salary	Percentage
Up to £25,000	15%
£25,001 to £35,000	17.5%
£35,001 upwards	20%

All fees are subject to VAT at the prevailing rate

10. The Client is deemed to have accepted the invoice if no dispute is raised within 5 days of the date of the invoice. "TBC" reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on unpaid invoices not paid by the due date.
11. Any Fees discounted below the Scale of Fees will require payment strictly within 7 days or the discount offered will expire and the normal Scale of Fees will be payable.
12. In the event of the same Candidate being introduced by more than one agency, the agency that Introduced the Candidate in the first instance will be due the introduction fee in line with the Recruitment & Employment Confederation (REC) guidelines.

Scale of Rebates

13. Subject to payment having been made in accordance with section 9 and notification has been received within 5 working days that a Candidate has had his employment terminated or left the role in question the following rebates will apply

Period of Employment	Percentage
Up to 2 weeks	80%
2-4 weeks	40%
4-6 weeks	20%
6- 8 weeks	10%
8 weeks +	NIL

For the avoidance of doubt if payment is not made within 14 days there will be no rebate

General Terms

14. TBC shall not be liable under any circumstance for any loss, damage or expense suffered or incurred by the Client or any third party arising from or in any way connected with the Candidate submitted and subsequent Engagement by the Client. TBC shall not be liable in respect of any information concerning the Candidate supplied by TBC to the Client or incompetence negligence error omission fraud or incapability of the Candidate or any negligence error omission or any other failing of TBC itself in introducing the Candidate to the Client.
15. All Candidate information provided by TBC is given in the strictest of confidence and must not be shared with any third parties, TBC agree to treat any information given by the Client in confidence. Any information supplied by TBC to the Client has been done so with the express authorisation of the Candidate. All information held in respect of Candidate information is held on a timestamped, tamper proof database, all Candidate have the right to know what information is held as well as the option to opt out and have their details removed at any time. All parties will comply with The Data Protection Act 2018, the General Data Protection Regulations (EU2016/679) or any other statutory or regulatory provisions in force.
16. The Client shall advise TBC of any special Health and Safety matters which TBC is required to inform the Candidate, and of any reason that it knows of, that it would be detrimental to the interest of the Candidate to start work with the Client.
17. TBC are an equal opportunities employer and will not screen Candidate for political beliefs, race, gender, sexual preference or any other category that could be used to discriminate against a Candidate
18. All TBC employees will act in a professional manner at all times in line with the Recruitment and Employment Confederation guideline. This will include all communication whether verbal or otherwise between all Clients and Candidate that we communicate with on a daily basis

Law

19. These Terms of Business are governed by the laws of England and Wales.