

Terms of Business – covering permanent, fixed term contract and temp roles

Summary

Trace will find candidates that meet your employment and cultural requirements for you to interview – if you like them, you will employ them. You will pay us a fee for successfully introducing you to a candidate that you decide to employ, based on the fee schedule set out below.

This fee is based on:

- Permanent roles: the first year's salary plus fixed financial allowances (e.g. car allowance). Fees of up to 30% depending on Remuneration
- Fixed term contract roles: the total salary plus fixed financial allowances (e.g. car allowance) for the contract term. Fees of up to 30% depending on Remuneration
- Temporary roles: Roles up to £500 a day – 25% margin of the total gross day rate in the month; roles above £500 a day - 30% margin of the total gross day rate in the month (Fees are raised monthly for the duration of the temporary arrangement)

We invoice our fee and ask that you settle it within 14 days of the candidate starting work for you (unless different settlement terms are agreed in writing).

If the candidate you employ leaves within 12 weeks we will refund some of the fee based on the following times and percentages: **To be eligible for any refund you have to have settled our fee in line with these terms.**

0-4 weeks: 75% of the fee is refunded
5-8 weeks: 50% of the fee is refunded
9-12 weeks: 25% of the fee is refunded
More than 12 weeks: no refund

Note for fixed term contracts the refund timeframe is pro-rated by the fraction of the year that the fixed term represents. i.e. a 6-month fixed term contract will attract the following refunds:

With Permanent roles and Fixed term contracts where a candidate has left in normal circumstances and the payment terms were met, we are happy to re-recruit against the original brief, not a different version, and try to find you a replacement candidate as long as we are working on the brief exclusively. We will continue our efforts to find a replacement for 8 weeks from the date the original candidate left. If after 8 weeks if we haven't found a replacement, we are happy to continue to search, but will charge our normal fee for any candidate who is hired.

We can work on a retained basis or a contingent basis, putting forward candidates who have registered with us. The fees for both types of campaign remain the same, however the payment is structured differently, as per the below:

Contingent Campaign Fees (payable on signed acceptance of the Offer of Engagement by the candidate)

Remuneration Package up to £79,999 25%
Remuneration Package £80,000 and above 30%

Retained Campaign

Retainer Fee 35% of the total fee payable on acceptance of the Assignment
Completion Fee 65% of the total fee payable on signed acceptance of the Offer of Engagement

All fees are subject to VAT

The following pages give more detail on the terms (definitions are at the end) – please read and sign to say you are happy for this document to govern how we work together.

Signed for and on behalf of the Client

..... Date

(Acceptance of these terms is assumed, should you request to interview or appoint a candidate submitted by Trace or should you appoint Trace to conduct any other business on your behalf)



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1. THE CONTRACT

1.1 These Terms constitute the contract between Trace 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.

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

1.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Trace 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.

2. NOTIFICATION AND FEES

2.1 The Client agrees:

- a) To notify Trace immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify Trace immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Trace; and
- c) To pay Trace's fee within 14 days of the date of invoice.

2.2 No fee is incurred by the Client until the Applicant commences the Engagement when Trace will render an invoice to the Client for its fees.

2.3 Trace reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

2.4 The fee payable to Trace by the Client for the Introduction resulting in an Engagement is calculated in accordance with the following Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the entirety of this fee if applicable.

Remuneration Package up to £79,999 25%

Remuneration Package £80,000 and above 30%

2.5. Where Trace carries out a Retained Search or Advertised Selection campaign the fees in clause 2.4. will be payable in two instalments as listed below:

Retainer Fee 25% of the total fee payable on acceptance of the Assignment

Completion Fee 75% of the total fee payable on signed acceptance of the Offer of Engagement

2.6. In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 2.4. will apply pro-rata for the number of months of the term. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 12 calendar months from the date of termination of the most recent Engagement, the Client shall be liable to pay a further fee based on the Remuneration for the period of re-engagement following the initial fixed term, up to maximum cumulative term of 12 months.

2.7. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 2.4 above becomes payable.

3. REFUNDS

3.1. In order to qualify for the following refund, the Client must pay Trace's fee within 14 days of the date of invoice (unless different settlement terms are agreed in writing) and must notify Trace in writing of the termination of the Engagement within 7 days of its termination.

3.2. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant or other special circumstances beyond Trace's control) the fee will be refunded as follows:

0-4 weeks: 75% of the fee is refunded

5-8 weeks: 50% of the fee is refunded

9-12 weeks: 25% of the fee is refunded

More than 12 weeks: no refund

3.3 There will be no refund where the Applicant leaves during or after the 13th week of the Engagement.

3.4 Note for fixed term contracts the refund timeframe is pro-rated by the fraction of the year that the fixed term represents. i.e. a 6-month fixed term contract will attract the following refunds:

0-2 weeks: 75% of the fee is refunded

3-4 weeks: 50% of the fee is refunded

5-6 weeks: 25% of the fee is refunded

More than 6 weeks: no refund

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3.5 With Permanent roles and Fixed term contracts where a candidate has left in normal circumstances and the payment terms were met, we are happy to re-recruit against the original brief, not a different version, and try to find you a replacement candidate as long as we are working on the brief exclusively. We will continue our efforts to find a replacement for 8 weeks from the date the original candidate left. If after 8 weeks if we haven't found a replacement, we are happy to continue to search, but will charge our normal fee for any candidate who is hired.

3.6 We can't offer a free replacement if the Applicant leaves due to special circumstances beyond Trace's control such as redundancies, significant changes to the brief which was sold, or personal circumstances (not related to candidate's performance) which trace could not have foreseen.

3.7 You waive the right to a refund if you engage us to find you a free replacement. Refer to 3.5 in the eventuality of a replacement not being appointed.

4. INTRODUCTIONS

4.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Trace which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Employment Agency's fee as set out in clause 2.4. with no entitlement to any refund.

4.2. An introduction fee calculated in accordance with clause 2.4. will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through Trace, whether direct or indirect, within 12 months from the date of Trace's Introduction.

4.3. Where the amount of the actual Remuneration is not known Trace will charge a fee calculated in accordance with clause 2.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to Trace by the Client and/or comparable positions in the market generally for such positions.

5. SUITABILITY AND REFERENCES

5.1 Trace 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.

5.2 Trace 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.

5.3 Trace 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.

5.4 Notwithstanding clauses 5.1., 5.2. and, 5.3. 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 Trace 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.

5.5 To enable Trace to comply with its obligations under clauses 5.1., 5.2., 5.3. and 5.4. above the Client undertakes to provide to Trace 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.

6. LIABILITIES

6.1 Trace 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 Trace seeking an Applicant for the Client from the Introduction to or Engagement of any Applicant by the Client or from the failure of Trace to introduce any Applicant. For the avoidance of doubt, Trace does not exclude liability for death or personal injury arising from its own negligence.

7. LAW

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

8. DEFINITIONS

8.1. In these Terms of Business, the following definitions apply:

"Applicant" means the person introduced by Trace to the Client for an Engagement.



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“Client” means the person; firm or corporate body together with any subsidiary or associated Company to which the Applicant is introduced.

“Engagement” 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 either directly or through a limited company of which the Applicant is an officer or employee.

“Introduction” means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Employment Agency 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.

“Retained Assignment” means the Engagement of Trace by the Client to carry out a Search / Advertised Selection campaign.

“Search / Advertised Selection” is where Trace carries out a direct search campaign to source candidates for a specific role(s).

“Remuneration” Includes base salary and any fixed financial benefits such as the benefit of a company car. The provision of a car is valued at a minimum of £5,000 in the absence of other information.

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

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

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