



4 Radford Business Centre  
Radford Crescent, Billericay, Essex,  
CM12 0BZ

tel +44 (0)1277 658 282

fax +44 (0)1277 658 383  
info@massenhove.co.uk  
www.massenhove.co.uk

## TERMS OF BUSINESS

### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

**“Applicant”** means the person introduced by the Company to the Client for an Engagement including any members of the Company’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 whom the Applicant is introduced;

**“Company”** means **Massenhove Recruitment Limited (MRL)** of 4 Radford Business Centre, Radford Way, Billericay, Essex CM12 0DP;

**“Engagement”** means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement;

**“Introduction”** means the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or the passing to the Client of a curriculum vitæ or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;

**“Remuneration”** includes base salary only

1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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

## **2. THE CONTRACT**

- 2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.
- 2.2 Unless otherwise agreed in writing by a director the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director the Company.

## **3. NOTIFICATION AND FEES**

- 3.1 The fee payable to the Company by the Client for the introduction is based on a sliding scale according to remuneration during the first twelve months of employment as follows:

*£	to	£19,999	-	18%
*£20,000	to	£24,999	-	20%
*£25,000	to	£49,999	-	25%
*£50,000	to	£74,999	-	30%
*£75,000	to		-	33%

- 3.2 The Client agrees:
- a) to notify the Company immediately of any offer of an Engagement which it makes to the Applicant;
  - b) to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and
  - c) to pay the Company's fee within 14 days of the date of invoice.
- 3.3 No fee is incurred by the Client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.
- 3.4 The Company 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 Nat West PLC from the due date until the date of actual payment.
- 3.5 The fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.
- 3.6 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.5 will be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of the 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.

#### **4. REFUND GUARANTEES**

4.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within 14 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates before the expiry of 8 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated in accordance with the accompanying Scale of Rebates:

Engagement terminated in weeks 1 & 2	-	100%
Engagement terminated in weeks 3 & 4	-	60%
Engagement terminated in weeks 5 & 6	-	30%
Engagement terminated in weeks 7 & 8	-	15%
Thereafter	-	No refund

4.3 Should the Client or any subsidiary or associated company of the Client subsequently re-engage 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 3.5 above becomes payable, with no entitlement to the refund.

#### **4.4 Retained Staff**

In the case of retained searches, where the precise Remuneration is not known in advance, the Remuneration will be estimated for the purposes of the first two installments of the fee. The final installment of the fee will be based on the actual Remuneration and any necessary adjustments will be made.

The fee shall be payable in the following installments:

4.4.1 One third of the fee upon acceptance of Client's instructions, payable within 7 days of invoice;

4.4.2 One third of the fee upon delivery by the Company of a short-list of candidates, payable within 7 days of invoice; and

4.4.3 The final third upon commencement of the Engagement payable within 14 days of the invoice.

#### **5. INTRODUCTIONS**

5.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause 3.5 with no entitlement to any refund.

5.2 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 the Company, whether direct or indirect, within 6 months from the date of the Company's introduction.

5.3 In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Company's service, the Client shall be liable to pay an introduction fee to the Company in accordance with clause 3.5.

**6. SUITABILITY**

- 6.1 The Company endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and shall take up any references provided by the Applicant and/or the Company before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

**7. LIABILITY**

- 7.1 The Company 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 the Company seeking a Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

**8. LAW**

- 8.1 These Terms are governed by the law of England, Wales & Northern Ireland and are subject to the exclusive jurisdiction of the Courts of England, Wales and Northern Ireland.