

Draig Personnel

Delivering recruitment solutions to South Wales

Terms & Conditions of Business

Permanent recruitment services



1. In these Terms and Conditions of Business the following definitions apply:

1.1 **"Applicant"** means the person introduced by the company to the Client for the 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 Draig Personnel Limited, Registered Office 1 Bartlett Street, Caerphilly, South Wales CF83 1JS. Company no: 4668506;

"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, licence, franchise or partnership arrangement; 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 Vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client.

"Remuneration" includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and where applicable, non-taxable) emoluments payable to, or received by, the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the Client, a notional amount of £2,000 will be added to the salary in order to calculate the Company's fee.

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 and Conditions of Business are for convenience only and do not affect their interpretation.

2. The Contract

2.1 These Terms and Conditions 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 of the Company, these Terms and Conditions of Business shall prevail over any Terms and Conditions of Business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms and Conditions of Business shall be valid unless approved in writing by a director of the Company.

3. Notification of Fees

3.1 The Client agrees:

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

3.2 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.

3.3 The Company reserves the right to charge interest on invoice amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of National Westminster Bank from the due date to the actual payment.

3.4 The fee payable to the Company by the Client for an introduction resulting in an Engagement is calculated in accordance to 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.

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 Applicant commencing an Engagement 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 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated in accordance with the scale of rebate set out below.

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 3.4 above becomes payable, with no entitlement to the refund.

5. Introduction

5.1 Introduction of Applicants is 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 3.4 with no entitlement to any refund.

5.2 An introduction fee calculated in accordance with clause 3.4 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.

6. Suitability

6.1 The Company endeavours to ensure the suitability of an 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 or other permits if required, for the arrangement of medical examinations and / or investigations into medical history of an Applicant, and satisfying any medical 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 in any way connected with the Company seeking an 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 and Conditions of Business are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

9. Scale of Fees

The following scale of fees apply:

Annual Gross Salary	Fee
Up to £14,999	14%
£14,999 – £19,999	17%
£20,000 – £29,999	20%
£30,000 & above	22%

10. Scale of Rebate

Provided that the fees have been paid within 14 days of date of invoice, the following 'scale of rebate' shall apply: If any Engagement with the Client should terminate, providing the Client informs the Company in writing of the fact within 7 days of such termination the Client will receive a rebate against fee invoices at the following rates:

Week in which the Applicant leaves	Percentage of Introduction Fee Refunded
Up to 4 weeks	75%
5 to 8 weeks	30%
9 to 12 weeks	10%
13 and over	Nil

Should an Applicant leave the employment of the Client within the first week of an Engagement, a minimum of £150.00 will be payable to the Company.

If, after the offer of Engagement has been accepted by the Applicant, the Client decides for any reason not to proceed with the appointment, it shall be liable to pay the Company a sum equivalent to 10% of the proposed placement fee.

