



RED HOUSE RECRUITMENT

Acceptance of a CV from Red House Recruitment Ltd constitutes acceptance of the Terms of Business detailed in this document

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Candidate” means the person introduced by Red House Recruitment to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company;

“Client” means the person; firm or corporate body together with any subsidiary or associated Company (as defined by the Companies Act 2006) to which the Candidate is introduced;

“Engagement” means the engagement, employment or use of the Candidate by the Client or any third party, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement;

“Red House Recruitment” means and is a trading style of Red House Recruitment Ltd;

“Introduction” means the Client’s interview of a Candidate in person or by telephone and/or the passing to the Client of the Candidate’s Curriculum Vitae or information which identifies the Candidate and which leads to the Engagement of a Candidate;

“Remuneration” means gross basic annual salary

2. CONTRACT

2.2 These Terms of Business contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Red House Recruitment, these terms prevail over any other terms proposed by the Client.

2.3 No variation to these terms shall be valid unless such variation is agreed in writing between the Client and a director of Red House Recruitment

3. FEES

3.1 Upon the engagement of the Candidate, a fee equivalent to 20% of the Candidate’s Remuneration will be payable to Red House Recruitment. Fees will be subject to VAT where applicable.

3.2 The Client agrees to notify Red House Recruitment immediately of any offer of an Engagement which it makes to the Candidate and if its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to Red House Recruitment.

3.3 Payment of the fee is due within 30 days of the date of invoice.

3.4 Red House Recruitment may charge interest on invoiced amounts unpaid for more than 14 days at the rate of 3% of the gross fee for each month (or part thereof) for which the debt remains unpaid beyond the due date.

3.5 In the event that a discounted fee has been negotiated, such discount will only apply in the event that payment is made within the terms agreed at 3.3 above. If payment is not made within 14 days then the standard fee at 3.1 will apply.

3.6 In the event that an offer of Engagement is made by the Client and accepted by the Candidate and that offer is subsequently withdrawn by the Client prior to Engagement a fee equivalent to 50% of that referred to at 3.1 shall be payable by the Client to Red House Recruitment.

4. REPLACEMENTS AND REFUNDS

4.1 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement, Red House Recruitment will provide to the Client a suitable alternative Candidate. If the Client elects not to accept the alternative Candidate the fee will be refunded in accordance with the following scale:

Week in which Engagement is terminated	Proportion of fee to be refunded
1 - 4	100%
5 - 8	50%
9 - 12	25%

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4.3 In order to qualify for a refund or replacement the Client must pay the fee within 14 days of the date of invoice and must notify Red House Recruitment in writing of the termination of the Engagement within 7 days of the termination.

5 INTRODUCTIONS

5.1 A fee calculated in accordance with 3.1 will be payable by the Client in relation to any Candidate engaged as a consequence of or resulting from an Introduction by or through Red House Recruitment within 12 months from the date of the Agency's Introduction. In the event of the Candidate having been interviewed by the Client by telephone or in person a period of 18 months will apply from the date of interview.

5.2 Introductions of Candidates are confidential. In the event that the disclosure by the Client to a third party of any details regarding a Candidate introduced by Red House Recruitment results in an Engagement with that third party within 6 months of the Introduction the Client will be liable to pay the fee at 3.1 as though the Client had engaged the Candidate.

5.3 A fee calculated in accordance with 3.1 will be payable notwithstanding that the Candidate may be known to the Client personally, professionally or otherwise save for in circumstances in which the candidate has within the 3 months preceding the introduction made a written application for employment to the Client.

6 LIABILITY

6.1 Red House Recruitment 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 Introduction to or Engagement of any Candidate.

6.2 Notwithstanding that Red House Recruitment shall supply the Client with information regarding candidate and endeavour to ensure suitability of Candidates it makes no such guarantee and it is the Client's obligation to satisfy itself as to the identity, references and suitability of the Candidate and that the Candidate has adequate experience, training, qualifications and permission to work.

7 LAW

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

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