



35 years of Knowledge-led Recruitment



Terms of Business - Permanent

1. BASIC TERMS

These Terms & Conditions of Business are between Redline Group Ltd (hereinafter called Redline) and the Employer/Client (hereinafter called the Client), and are deemed to be accepted by the Client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract of service or for services, or where an Applicant is retained by the Client in a personal or corporate capacity as agent or distributor for the Client) of an Applicant howsoever introduced by Redline within a period of 18 months from the date of introduction.

- a) The Client agrees to notify Redline immediately an Applicant is engaged and to supply copies of all correspondence to any Applicant introduced to the Client by Redline.
- b) The word 'introduction' means, for the avoidance of doubt, the presentation of an Applicant by Redline to the Client for 'Engagement' (as defined above). This applies whether or not the Client knew of the Applicant previously or the Applicant was known prior to introduction by the Client.
- c) An interviewer warrants that he or she is duly authorised to agree these terms on behalf of his firm or principal or employer as the case may be.
- d) All accounts and charges are payable within 21 days for placement fees. Charges and fees for advertising/media are payable within 7 days. Payment should be made to Redline Group Ltd, Building 230, Butterfield Business Park, Great Marlings, Luton, Bedfordshire, LU2 8DL.
- e) VAT is payable on our fees and charged at the prevailing rate.
- f) Redline reserve the right that in the event that any one or more invoices remaining unpaid longer than 21 days from date of issue, interest at the prescribed rate will be payable by the Client on all invoices then outstanding or subsequently issued without concession from their respective dates until paid in full.
- g) If any employee of Redline or any of its subsidiary companies is engaged by the Client on a contract, permanent or self-employed basis, these Terms of Business apply. The Client will be liable to Redline for an introduction fee equivalent to the normal payment fee in the event of permanent employment or equal to 200 times the hourly charge rate applicable to contract staff of the relevant category in which the employee was last employed by Redline.

2. PERMANENT STAFF

- a) Fees are calculated as a percentage of the first year's gross remuneration; this includes all emoluments that form the gross taxable pay (e.g. shift allowance, guarantee, guaranteed bonus, location weighting, car allowance, on-call allowance and any form of retainer).

In the event of a guarantee or retainer for a period of less than 12 months, the fees shall be calculated on a pro-rata basis as if the guarantee/retainer were for a period of 12 months. Fees shall be in accordance with the scale detailed below:

Service	Fee
Database / Contingency	25%
Retained / Search	30% 1/3rd on commencement. Balance on commencement of Candidate

- b) If the Client or a member of the Client's staff refers an Applicant introduced by Redline to some other person or body, and that other person or body within 18 months of the introduction of the Applicant engages that Applicant in any capacity whether temporary, permanent or self-employed, the Client will be liable for an introduction fee at our prevailing rates at the date of notification or discovery by Redline if not notified. Interest at the current Barclaycard rate will be applied from the date of appointment until payment of the invoice, without concession.
- c) The Client is responsible for the taking up of references as to the Applicant's qualifications, capabilities, integrity, medical history and suitability to meet the job specification. It is also the Client's responsibility to obtain a work permit for the Applicant wherever necessary.
- d) Redline can accept no liability whatsoever on behalf of Clients, their servants or agents for any loss, damage, costs or expenses howsoever casual which the Client may suffer or for which the Client may become liable arising out of or in connection with or as a result of introduction to the Client or the engagement by the client of an Applicant.
- e) Redline's minimum placement fee is £3,000





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3. ASSIGNMENTS

Placement fees and Terms of Business for advertised and search assignments may be varied subject to the Client's particular brief. Any difference to the general fee schedule and Terms of Business as laid out above will be agreed with the Client in writing prior to the commencement of the assignment. The Client is responsible for payment of all Advertising costs at the agreed rate. All assignments expenses directly connected with the exercise will be passed on at cost.

4. GUARANTEE

- a) In the event of an Applicant engaged through Redline resigning or being released for any reason within six weeks of commencing employment (except where the Applicant is made redundant) we shall undertake to replace the Applicant at no extra charge or offer a full credit of our placement fee.
- b) This guarantee is subject to compliance to our payment Terms and Conditions.
- c) No credit will be issued to the Client if Redline is not notified in writing of the date and grounds for termination of the engagement within 7 days of said termination. Such notification should be sent to a Director of Redline Group Ltd.

5. EXCLUSIVITY

Where exclusivity is agreed in connection with any requirement either in part or in whole then the following shall apply:

- a) The Client shall not use any other agency, consultancy, third party or other service connected with presenting suitable applicants in respect of the requirement. All enquiries should be directed through Redline.
- b) The Client shall re-direct all Curricula Vitae or written, verbal, direct or indirect applicants through Redline in order that they may be properly compared with other applicants.
- c) Any placement arising as a result of a third party or direct application or introduction or other shall be treated as if it were an introduction through Redline and on the successful applicant's start date, a fee according to Redline's standard terms of business shall be due.

6. DATA PROTECTION

- a) Where personal data of an Applicant is transferred to the Client, both parties acknowledge that both the Client and Redline will be data controllers in respect of such data within the meaning of any applicable UK data protection legislation (Data Protection Legislation).
- b) Each party will comply with its respective obligations under Data Protection Legislation in force from time to time.
- c) The Client shall indemnify Redline against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Redline arising out of or in connection with a breach of the Client's obligations under Clause 6.b

7. NO VARIATION CAN BE MADE TO THESE TERMS WITHOUT THE WRITTEN CONSENT OF A DIRECTOR OF REDLINE

8. THESE TERMS SUPERSEDE ANY OTHER PREVIOUS TERMS OF BUSINESS OR ANY OTHER AGREED TERMS

FOR CONTRACT AND INTERIM TERMS PLEASE REQUEST A COPY VIA INFO@REDLINEGROUP.COM OR VISIT REDLINE'S WEBSITE AT WWW.REDLINEGROUP.COM

THESE TERMS OF BUSINESS ARE GOVERNED BY AND SUBJECT TO ENGLISH LAW

I understand and agree to the terms as above.

Name: _____ Signature: _____

Date: _____ Company: _____

