



Join the Dots

Recruiting & developing **extraordinary** people

Terms and Conditions – Search and Selection

General

By introducing in any manner an applicant introduced by Join the Dots Recruitment and Training Limited registered at 64 Britannia Enterprise Park, Britannia Way, Lichfield, Staffordshire, WS14 9UY (the company) to a company, hereinafter called 'the client', the client is deemed to have agreed to and accepted the following terms. The terms may not be varied except in writing by a director of Join the Dots Recruitment and Training Limited.

All Join the Dots Recruitment and Training Limited's recruitment business (including contingent permanent recruitment, retained recruitment projects and advertising fees) is conducted upon the terms detailed below and overleaf.

Join the Dots Recruitment and Training Limited is committed to maintaining a high level of service and efficiency. However, because introductions are dependent upon the accuracy of some information outside Join the Dots Recruitment and Training Limited control and a client's Instructions, any decision to engage an applicant is entirely a decision made by a client.

Join the Dots Recruitment and Training Limited cannot accept liability for any losses incurred by clients because of any engagements.

Definitions

"Candidate" means the person Introduced by Join the Dots Recruitment and Training Limited to the client.

"Client" means the person, firm or corporate body or entity to whom Join the Dots Recruitment and Training Limited is introducing candidates.

"Confidential Information" means any information provided by either party to the other party relating to the candidate or the assignment and which is either expressly or by its very nature confidential.

"Contingent Recruitment" means an instruction to Join the Dots Recruitment and Training Limited by the client to introduce candidates for a permanent or fixed term placement on the basis that no introduction fee will be payable by the client until or unless an engagement is made. This includes marketed and speculative CVs.

"Engage, Engaged or Engagement" means to employ or re-employ, engage, retain or otherwise accept services from a candidate Introduced by Join the Dots Recruitment and Training Limited whether directly or indirectly, in any capacity whatsoever (including temporary or contract work), within a period of 12 months from the date of an introduction.

"FTC" means fixed term contract.

Join the Dots Recruitment and Training Limited

Development House, 64 Britannia Way, Britannia Enterprise Park, Lichfield, Staffs WS14 9UY
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“Introduced, Introduces or Introduction” means the provision by Join the Dots Recruitment and Training Limited to the client of any details relating to and identifying a candidate whether written or oral and in respect of which the client has interviewed the applicant or has initiated any other conduct in response to receiving such candidate details.

“Remuneration Package” means a candidate's projected total gross remuneration in the first year of engagement/employment, being the aggregate value of his/her salary, any agreed bonus or commission payments (whether guaranteed or anticipated and even if payment is made in the subsequent year of engagement/employment), car or car allowance, relocation allowance, pension, health insurance and any other emoluments. If the value of any part of the projected remuneration is uncertain the best estimate available to Join the Dots Recruitment and Training Limited shall be used. If a car is provided by the client to the candidate as part of his/her remuneration a minimum value of £5,000 will be added to his/her total remuneration for the purposes of calculating the remuneration package.

“Retained Assignments” means an instruction to Join the Dots Recruitment and Training Limited by the client for a permanent placement whereby Join the Dots Recruitment and Training Limited are retained on an exclusive basis and whereby payment is made in three equal stages according to clause 4 and which may involve candidate search outside Join the Dots Recruitment and Training Limited existing database and/or advertising.

2 The Contract

2.1 These Terms are deemed to be accepted by the client from the time Join the Dots Recruitment and Training Limited introduces a candidate or the client interviews or engages a candidate Introduced by Join the Dots Recruitment and Training Limited (whichever shall be the earlier). They apply whether or not the candidate is engaged by the client for the same type of work for which the Introduction was originally made and whether or not the client is also seeking to fill the relevant vacancy by other means such as internal or external advertising.

2.2 The client undertakes to notify Join the Dots Recruitment and Training Limited immediately of its intention to engage a candidate introduced by Join the Dots Recruitment and Training Limited.

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3 Fees

3.1 Permanent placements

The client shall pay Join the Dots Recruitment and Training Limited a fee in respect of each candidate engaged by the client (the "Introduction Fee"). The introduction fee shall be a percentage of the remuneration package as calculated in accordance with the following scale. The introduction fee will be invoiced immediately upon the commencement of the candidate's engagement and the following will apply

Amount of remuneration package	Fee percentage chargeable
First year basic salary up to £24,999	fee due 17%
First year basic salary £25,000-£39,999	fee due 22%
First year basic salary £40,000-£49,999	fee due 25%
First year salary £50,000+	fee 29%

3.2 Advertising

Any advertising will be to an agreed budget with the client, and paid by the client. The supplier will at its own discretion pass on the benefit of any discounted negotiation to the client.

Payment for advertising is due 7 days prior to placement and 72 hours' notice is required in writing for cancellation. In the event of such the supplier retains the right to charge a handling fee of 25% of the total value of the cancelled advertisement to cover administrative expenses incurred.

3.2 FTC placements

In the event of any candidate being engaged by the client on a fixed 'FTC' basis, a fee ("FTC Fee") shall be chargeable at a rate of 3% of the annual salary for every month of the contract or part thereof ie (Remuneration Package x 3%) x Number of months of FTC

No candidate shall be engaged on an FTC for less than a period of three calendar months.

In the event that the FTC is subsequently extended, and another FTC is settled in respect of the candidate at any time, then a further FTC Fee shall become payable as per the above formula. In the event that the candidate is engaged on a permanent basis following the expiry of an FTC, a fee shall be payable in accordance with clause 3.1.

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Worked example

The candidate is initially engaged on an FTC of 6 months, with the Remuneration Package of £30,000 ie $(£30,000 \times 3\%) \times 6$ ie $(£900) \times 6$

Therefore, the fee chargeable for the initial FTC is £5,400.

3.3 Part time workers

Fees for part-time workers will be calculated based on the equivalent full time salary.

4 Retained Assignments

4.1 The agreed fee for retained assignments (the “retainer fee”) is calculated at 30% of the remuneration package and is payable in accordance with the following framework and is split into three equal payments ie:

4.1.1 1/3 of overall fee will be invoiced on acceptance of the assignment by Join the Dots Recruitment and Training Limited (“initial fee”) and is payable within fourteen days of date of invoice; and

4.1.2 a 1/3 fee is invoiced on presentation by Join the Dots Recruitment and Training Limited to the client of a shortlist (“shortlist fee”) and is payable within fourteen days of date of invoice; and

4.1.3 a final 1/3 fee is invoiced on the engagement of a candidate and is payable within 30 days of the date of engagement, adjusted to reflect the final agreed remuneration Package (“completion fee”).

4.2 If a retained assignment is cancelled by the client after Join the Dots Recruitment and Training Limited have commenced performance of the retained assignment or the client materially alters the terms of the retained assignment, all retainer fees incurred up to the date of cancellation (or material alteration) shall become due and payable. In addition, the next stage of the retained assignment fee structure shall also be due and payable by the client.

4.3 In the event that the client hires an additional candidate submitted within the shortlist of a retained assignment (or a shortlist candidate into a position other than the position which was the focus of the retained assignment), an introduction fee shall be payable in addition to the retainer fee.

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5 Introductions

Should the client fail to notify or disclose to the supplier that an introduction has resulted in the engagement of an applicant, then the supplier reserves the right to charge the client in accordance with the scale set out above in point 3.

All introductions are confidential. If the client or employee of/or representative of the client refers the applicant to a third party within six months of the introduction, the supplier reserves the right to invoice the client with the introduction fee as though the client had themselves engaged the applicant.

The client shall be solely responsible for taking up final references, and for arranging any medical examination and investigations of the applicant, the applicants background and for obtaining any work or other necessary permits and shall be solely responsible for satisfying itself as to the suitability of the applicant.

The supplier accepts no liability of any kind for any loss or damages whatsoever or any injury to or death of any persons arising directly or indirectly from the acts, errors or omissions of any applicant introduced by the supplier even if such an act or omission is negligent, fraudulent or dishonest.

Nothing herein shall have the effect of excluding or restricting liability for death or personal injury resulting from the negligence of the supplier

In the event of the client cancelling the assignment, then all stages referred to in point 6 will become payable

5.1 Indirect introductions

Information regarding candidates is provided in the strictest confidence. If an offer of an engagement is made by (a) the client; or (b) any third party as a result of an Introduction by Join the Dots Recruitment and Training Limited to the client then the client shall (where possible) notify Join the Dots Recruitment and Training Limited of any such offer of engagement within seven days of it being made and pay an introduction fee to join the Dots Recruitment and Training Limited. If a candidate is engaged by any of the above, without the prior knowledge and consent of Join the Dots Recruitment and Training Limited an Introduction Fee will be due from the client and the rebate at clause 7.1 will not apply.

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5.2 Where a candidate is engaged on an FTC the client shall be obliged to pay for any and all extensions of the FTC in accordance with clause 3 and at the rates specified in these terms notwithstanding the fact that a third-party company (including, but not limited to, a managed service provider) may have entered into a relationship with the client for the provision of services similar to those

6 Invoicing

6.1 All engagements are subject to a minimum fee of £3,000, excluding all FTC Engagements.

6.2 Any other charges (including charges for advertising) will be agreed separately in writing and are payable by the client in accordance with point 3.1 whether or not a candidate is engaged.

6.3 Fees and other sums payable under these terms are exclusive of value added tax ("VAT").

6.4 The full amount of Join the Dots Recruitment and Training Limited fees (including any VAT) for a) an introduction fee, b) FTC Fee; and c) a completion fee shall be paid by the client without any deductions within 30 days of the date of Join the Dots Recruitment and Training Limited, except for retained assignments as detailed in point 4.11/4.12

Join the Dots Recruitment and Training Limited reserves the right to charge interest and compensation on all overdue invoices at the rate set out under the late payment of commercial debts regulations 2002 and to recover all reasonable legal costs incurred in recovering sums due and overdue under these terms.

6.5 Any queries on an invoice must be specifically addressed in writing to Join the Dots Recruitment and Training Limited within 30 days from the date of the invoice, failing which the client is deemed to have accepted the contents of the invoice. The client shall be liable to pay Join the Dots Recruitment and Training Limited fee in respect of a Candidate Introduced notwithstanding that the Client Engages the Candidate in a different position to that originally envisaged and whether Engaged full time or part time.

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7 Rebates

7.1 If the engagement of a candidate terminates lawfully within 12 weeks of the commencement of the engagement, then subject to clause 7.2, Join the Dots Recruitment and Training Limited will refund to the client (on request) a proportion of the relevant fee in relation to:

An introduction fee; and b) a completion fee. This rebate shall be calculated in accordance with the following:

Time of termination amount of rebate

Weeks 1 & 2 80%

Weeks 3, 4, 5, 6, 7 & 8 60%

Weeks 9, 10, 11 & 12 25%

No other charges or expenses shall be refunded.

Termination shall be taken as the last date of employment

Any rebate is conditional upon:

- (a) The fee and any other invoiced sum having been paid by the due date; and
- (b) The client's notifying Join the Dots Recruitment and Training Limited in writing within 7 days of the termination and the reason for it; and
- (c) The applicant's not being re-engaged in any capacity by the client or any parent, subsidiary or associated company of the client within twelve months of the Introduction.

If the applicant is re-engaged as set out in (c) above, the client shall notify the Join the Dots Recruitment and Training Limited immediately and repay the refunded amount as if the date of notification was the payment date for the purposes of these terms.

7.2 No rebate will be made in the following circumstances:

7.2.1 if the candidate engaged was previously engaged by the client as a temporary or contract worker through Join the Dots Recruitment and Training Limited; or

7.2.2 if the client has not paid sums owed to Join the Dots Recruitment and Training Limited in relation to the placement in accordance with these Terms (time to be of the essence); or

7.2.3 if the client does not notify Join the Dots Recruitment and Training Limited in writing within five days of the termination of the candidate's engagement (time to be of the essence); or

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7.2.4 if an engagement is terminated by the client because of redundancy or convenience; or

7.2.5 if the client has not offered to Join the Dots Recruitment and Training Limited (where applicable) a two-week opportunity (on an exclusive basis) to find a suitable replacement candidate; or

7.2.6 where an offer of engagement has been made by the client and accepted by the candidate but is subsequently withdrawn by the client, due to no fault on the part of the candidate. In the event this clause 7.2.6 applies then notwithstanding any other provision in these Terms, Join the Dots Recruitment and Training Limited shall be entitled to immediately issue an invoice to the client for the introduction fee or the completion fee and no rebate shall apply;

7.2.7 where the candidate has been engaged by the client on an FTC basis.

8 Suitability

8.1 Join the Dots Recruitment and Training Limited will use its professional skills and reasonable professional endeavours to ensure that candidates are professionally suitable for a role offered, efficient, honest and reliable. Join the Dots Recruitment and Training Limited gives no warranty in this regard and it remains the client's entire responsibility to ensure that the candidate is suitable for the client's requirements. The client warrants that there will be no health and safety risk to the candidate in working for the client and if there are any such risks, the client agrees to notify Join the Dots Recruitment and Training Limited, in writing of the nature of such risks and what steps have been taken by the client to minimise such risks. The client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the candidate, and satisfying any medical and other requirements or qualifications required by the client or by Law or by any relevant regulatory or professional body, to work in the position concerned and shall indemnify Join the Dots Recruitment and Training Limited for any cost, expense or other financial liability incurred arising from any breach of this obligation by the client.

9 Liability

9.1 Except in the case of death or personal injury caused by Join the Dots Recruitment and Training Limited negligence or in any other circumstances in which Join the Dots Recruitment and Training Limited liability may not be limited at law, Join the Dots Recruitment and Training Limited shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the client arising from or in any way connected with the introduction or engagement of any candidate or from the failure of Join the Dots Recruitment and Training Limited to

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Introduce a candidate. The client shall indemnify Join the Dots Recruitment and Training Limited against any costs, including legal costs, claims, damages and expenses incurred by Join the Dots Recruitment and Training Limited rising from or in any way connected with the Introduction of the candidate to, or engagement of the candidate by the client or the withdrawal, by the client, of a vacancy.

10 Anti-Discrimination

10.1 Each party will not unlawfully discriminate against any candidate, whether directly or indirectly, on grounds of sex, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age. Each party will ensure that each candidate is considered and / or assessed for a role in accordance with the candidate's merits, qualifications and technical abilities to perform the role. Join the Dots Recruitment and Training Limited will not accept instructions from a client who indicates their intention to discriminate unlawfully. The client shall indemnify Join the Dots Recruitment and Training Limited against any claim or liability howsoever incurred by Join the Dots Recruitment and Training Limited arising from following the instructions of the client in the provision of recruitment services.

11 Data Protection

11.1 The client agrees that it will comply with the provisions of the Data Protection Act 1998 in relation to the personal data of candidates, whether supplied to the client by Join the Dots Recruitment and Training Limited or otherwise.

12 General

12.1 No third party shall have any rights under the contracts (Rights of Third Parties) Act 1999 in connection with these terms.

12.2 The parties agree that a failure or delay by either party to enforce any of the provisions set out in these terms shall not be construed as a waiver. 12.3 Each clause of these Terms, defined by punctuation, is separate, distinct and severable and to give meaning to the intention of the parties the court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force. Words appearing in the plural shall mean the singular where appropriate and vice versa.

12.4 For the purposes of these Terms Join the Dots Recruitment and Training Limited acts in the capacity of an Employment Agency as defined in the Employment Agencies Act 1973.

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12.5 Join the Dots Recruitment and Training Limited acts as an introductory agency and does not have the authority to bind a candidate.

12.6 These Terms cannot be varied save in writing by a director of Join the Dots Recruitment and Training Limited and an authorised representative of the client.

12.7 These Terms shall be governed and construed in accordance with English Law and is subject to the exclusive jurisdiction of the courts of England.

In the event of the client committing any breach of the agreement giving rise to a cause of action against it then that cause of action shall be deemed to have arisen wholly within the district of Staffordshire County Court. Accordingly, this court shall have the jurisdiction to deal with and determine any action commenced against the client and the client shall be deemed to have submitted itself to the jurisdiction of those courts.

These terms and conditions relative to are effective from 1st November 2016 and shall supersede all previous terms and conditions of business, and in the case of conflict these terms and conditions of business shall prevail.

Signed.

For and on behalf of

Date

Signed

For and on behalf of Join the Dots Recruitment and Training Limited

Date



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Join the Dots Recruitment and Training Limited are committed to People Service, Quality and to providing Industry Experience.

Join the Dots Recruitment and Training Limited are affiliated members of the Recruitment and Employment Confederation, and committed to applying REC codes of recruitment best practice and service excellence.

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