

ESTATE AGENCY

RECRUITERS

Recruit Property Professionals Ltd.

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply: “Applicant” means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’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 which the Applicant is introduced. “Agent” means Recruit Property Professions Ltd.

28 Haywards Close, Bognor Regis, West Sussex PO22 8HF “Engagement” means the Engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other Engagement; directly or through a limited company of which the Applicant is an officer or employee

“Introduction” means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agent to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant; “Remuneration” includes base salary and any guaranteed commission or car allowance as defined in the starting salary.

1.2. Unless the context requires otherwise, references to the singular include the plural.

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

2. THE CONTRACT

2.1. These Terms constitute the contract between the Agent and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agent these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

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2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agent and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. 3. NOTIFICATION AND FEES

3.1. The Client agrees:

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

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agent will render an invoice to the Client for its fees.

3.3. The Agent reserves the right to charge a late payment fee of £150 plus VAT on invoiced amounts unpaid for more than 35 days from the date of invoice.

3.4. The fee payable to the Agent by the Client for an Introduction resulting in an engagement is 10 % of the amount equal to the annual salary package.

3.5. In the event that the engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 calendar months from the date of 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.

3.6. If the Client subsequently engages or re-engages 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.

4. REFUNDS

4.1. In order to qualify for the following refund, the Client must pay the Agent's fee within 30 days of the date of invoice and must notify the Agent in writing of the termination of the Engagement within 7 days of its termination.

4.2. If the Engagement terminates before the expiry of 16 weeks (no trial periods permitted) from the commencement of the Engagement (except where the Applicant is made redundant) a refund as follows will apply:

4.2.1. 100% for weeks 1 - 5

4.2.2. 75% for week 6 - 11

4.2.3. 50 % for weeks 12 - 16

4.2.4. 25% for weeks 17 - 20

4.2.5. There will be no refund where the Applicant leaves during or after the 20th week of the Engagement.

4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

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 Agent which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency'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 Agent, whether direct or indirect, within 6 months from the date of the Agent's Introduction.

5.3. Where the amount of the actual Remuneration is not known the Agent will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agent by the Client and/or comparable positions in the market generally for such positions.

6. SUITABILITY AND REFERENCES

6.1. The Agent endeavours to take all such steps as are reasonably practicable to ensure

that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

6.2. The Agent endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

6.3. The Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agent before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

6.4. To enable the Agent to comply with its obligations the Client undertakes to provide to the Agent details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

7. SPECIAL SITUATIONS

7.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agent will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agent is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

8. LIABILITY

8.1 The Agent 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 Agent 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 Agent to introduce any Applicant. For the avoidance of doubt, the Agent does not exclude liability for death or personal injury arising from its own negligence.

9. NON-SOLICITATION

9.1 Neither party shall, directly or indirectly, solicit the employment of any of the other party's directors, officers, employees or contractors involved directly with the delivery or receipt of services under these Terms of Business. This Clause 10 shall remain in force during the execution of these Terms of Business or for a period of 6 months following submission by the Agent and receipt by the Client of the last curriculum vitae. Nothing in this Clause 10 shall prevent the engagement of a director, officer, employee or contractor of either party, whether to work for the other party or to work for a Client of the other party who responds to an advertised position placed in the normal course of either party's business or who approaches a party directly.

10. LAW

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

Signed for and on behalf of the Agent

Company name: Recruit Property Professionals LTD TA estateagencyrecruiters.com

Full name and job title:

Dated:

Signed for and on behalf of the Client

Company name:

Full name and job title:

Dated: