

Terms of Business for Permanent Staff

1. These terms of business are between Flourish Recruitment and the Employer Client (hereinafter called the Client) and shall apply whenever employment results from an introduction by Flourish Recruitment: through an instruction from a Client however communicated: an authorised assignment; notification to a Client of availability of the candidate however it arose.
These terms are deemed to be accepted by the Client by virtue of an interview or the engagement if an applicant introduced by Flourish. The Term applicant refers to the person introduced by Flourish to the Client, including any member of Flourish’s own staff.
2. Authorised assignment: where a recruitment assignment is agreed and no other specific arrangements have been confirmed agreed advertising costs and expenses shall be paid upon publication. The charge for advertising will be appropriate media published rates plus artwork cost incurred b Flourish Recruitment. Any other agreed disbursements and costs will be due within 14 days of the date on which they were invoiced.
3. The Client undertake to inform Flourish in writing of the terms if any employment agreed with a person introduced by Flourish and provide such information as may be necessary to calculate fees payable.
4. All fees become sue of the day the employment commences. Terms for payment are twenty eight days from invoice date. If fees are paid after this date then the guarantee provisions set out in clause 7 shall not apply.
5. Value Added Tax at the applicable rate will be added to all fees and relevant costs.
6. Introductions are confidential. Should it transpire that information is passed to another party which results in employment whoever passes on such information shall be held liable for payment of fees as set out in Table 2.
7. Guarantee provisions extend to the first two months of employment as follows: should the employment be terminated during the first four weeks for any reason other than redundancy Flourish Recruitment undertakes to credit or refund 100% of monies paid, thereafter the repayment will be reduce by 20% per full week of employment up to eight weeks. No refund will be made if the applicant leaves after eight weeks. (See Table 1).
8. Any refund due will be paid with fourteen days of reprieving written confirmation that the candidate has left. The provision will only apply when fees and all costs have been paid as due under the terms for payment set out in paragraph 4.
9. Whilst every effort is made to maintain high standards of integrity Flourish Recruitment accepts no responsibility for any loss, expense, damage or delay, however occasioned which may arise from this contract. Flourish cannot accept responsibility for any information or representation concerning potential applicants as regards the history, health, character, age, capability or suitability of any potential employee. The onus is on the Client to take up references, verify qualifications and confirm any information supplied upon which material decisions may be made. No representation or warranty is made that potential applicant is or will be available to fill a situation.
10. Should an authorised assignment be terminated by the client or a job specification be radically altered so as to prejudice the original assignment a fee of 7% of the proposed remuneration will be charged. An assignment will be deemed to have been terminated by the client if it is clear that no appointment will be made within a reasonable timescale. This will also apply where a candidate is recruited through another source. All disbursements including advertising charges and costs will be due and payable forthwith on such deemed termination.
11. The engagement of an applicant introduced by Flourish Recruitment will be deemed to be acceptance of these terms of business by the Client.
12. Interest will be charged on fees which are unpaid twenty eight days from the invoice date oat the prate of 5 per cent above the National Westminster Bank plc base lending rate on a day to day basis.
13. Executive Search and Selection Fee Structure – Fees are agreed at the outset of an assignment and are usually based on 20%+ of the first years remuneration and invoice on a work done basis, usually in 2 equal parts at the end of each stage of the Search Process. First Stage: 10% as a retainer on acceptance of the assignment. Second Stage: Remaining balance is due on the day employment commences. Flourish Recruitment reserves the right to charge interested of late payments as described in paragraph 12.
14. These terms and conditions will apply in every case except where varied in writing by a director of Flourish Recruitment

Table 1 – Guaranteed Refund

Week 1	100% REFUND
Week 2	
Week 3	
Week 4	
Week 5	80% REFUND
Week 6	60% REFUND
Week 7	40% REFUND
Week 8	20% REFUND

Table 2 – Agency Fees

Salaries under £7,500	6%
Salaries from £7,500-£14,999	10%
Salaries above £15,000	12%
Executive Search and Selection	20%

I, the undersign, have read and accept Flourish Recruitment Limited Terms of Business for Permanent Staff.

Signed: _____

Position: _____ Date: _____

Terms of Business for Relief Chefs

- 1) These Terms & Conditions of business are between Flourish Recruitment (hereinafter called the Company) and (hereinafter called the Client) and are deemed to be accepted by the signing of the "Terms and Conditions" for the supply of Temporary worker order form, or the commencement of the assignment by the worker.
- 2) Should the client or any subsidiary or associated company of the Client subsequently reengage the worker within a period of 12 calendar months from the date of the end of the booking, a full fee of 15% of the annual commencing gross taxable remuneration and taxable emolument payable by the Client to the worker concerned shall be paid (with no entitlement to a refund).
- 3) Introductions are confidential. The passing on of an introduction to another employer which results in an engagement renders the Client liable to payment of the engagement fee set out in Paragraph 2.
- 4) An introduction fee calculated in accordance with Paragraph 2 of these terms will be charge in relation to any worker engaged as a consequence of resulting from an introduction by or through the Company, even though the introduction may be made indirectly. The term worker refers to the person introduced by the Company to the Client, including any member of the Company's own staff
- 5) The Company endeavours to ensure the suitability of any worker introduced to the Clients. The client shall notwithstanding satisfy himself to the suitability of the worker and shall take up any references provided by the worker and/or Company before engaging such worker. The Client shall be responsible for obtaining work and other permits, for the arrangements of medical and other requirements or qualification required by law.
- 6) The Company shall not be liable under any circumstances for any loss, damage or expenses suffered or incurred by the Client arising from or in any way connected with the Company seeking a worker for the Client or the introduction by the Company to the Client or any worker of the engagement of any worker by the Client.
- 7) The Client will be totally responsible for paying salary to the worker promptly and must deduct income tax and all statutory contributions therefrom and account to the relevant statutory bodies. Flourish Recruitment is not responsible in any way whatsoever for the payment of the workers salary and/or payment of discharge of any statutory deductions therefrom. The Client agrees to indemnify Flourish Recruitment in respect of any claim arising in respect thereto.
- 8) Flourish Recruitment reserves the right to charge a further one-off fee should the booking extend beyond its original length, this being calculated in the same way as details in Paragraph 2.
- 9) The Client will be responsible for ensuring that it complies with the Health and Safety legislation a statutory requirements regarding insurance on connection with the employment of the temporary worker and Flourish accepts no responsibility in connection with these matters. The Client agrees to indemnify Flourish Recruitment Limited in respect of any claim made by a temporary employee again Flourish recruitment in respect thereof.
- 10) No variation can be made to these terms and condition without written consent of the owner of the Company
- 11) Flourish Recruitment reserves the right to charge interest on fees which are unpaid twenty eight days from the invoice date at the rate of 12%

I, the undersigned, have read and accept Flourish Recruitment limited Terms of Business for Relief Chefs:

Signed: _____

Position: _____

Date: _____