

Terms & conditions of placement



Section 1

- 1.1 The following terms (to the exclusion of any others stipulated by Client) apply to all contracts for the engagement of staff introduced directly or indirectly by P1 PLACEMENT LTD ("the Company") to the Client (which phrase shall where the context admits include any associated, holding or subsidiary individual, firm or corporation of the Client):

Section 2 - General Candidate Placement

- 2.1. The interviewing (or the arrangement of an interview or the receipt of a candidate's CV with terms and conditions) or offering of employment by the Client to a Candidate introduced by the Company constitutes acceptance by the Client of these terms and conditions. Commencement of "Employment" occurs as soon as any offer of employment made by the client is accepted by the candidate.
- 2.2. All introductions last for a full three months. As such, the contract fee (as defined in these terms) is payable if a Candidate is employed within this period by the Client whether further interviews are organised by the Company or by any other method.
- 2.3. The contract fee shall also be payable by the Client if the offer of employment or the employment itself is by an associated, holding or subsidiary individual, firm or corporation of the Client. That payment will be without prejudice to any other rights the Company may have.
- 2.4. The Client will also be responsible for the payment of any fee under this Agreement in the event of the Candidate entering into a commercial relationship with the Client (or with an associated, holding or subsidiary individual, firm or corporation of the Client), but in a self-employed state rather than as employee of the Client. Where such commercial relationship is entered into after the introduction of the Candidate to the Client by the company, then it will be deemed that the commercial relationship was entered into as a result of that introduction.
- 2.5. No fee is payable by the Client until the Client employs a Candidate introduced by the Company, or until a commercial relationship is entered into as described in clauses 2.1 and 2.4 above.
- 2.6. The fee is calculated as a proportion of the "Total Annual Commencing Remuneration" (or the pro-rata annual equivalent in the case of shorter term offers of employment), which shall include salary, guaranteed payments, guaranteed bonuses and any other taxable emoluments offered to in accordance with the table set out in 2.9 below.
- 2.7. The fee in respect of the introduction of commission-only Candidates, or Candidates appointed to Non-Executive Directorships or other Consultancy roles will be a fee calculated by reference to the fee scales set out in section 2.9. This will be applied to the last known level of annual remuneration or commission of the Candidate prior to or current at the time of the introduction to the Client with a minimum of £10,000. Such introductions will not have the benefit of the "replacement employee" facility mentioned below (section 6).
- 2.8. The fee will be 25% of contract fee payable on the date on which the Candidate accepts the offer of employment and 75% of contract fee payable on commencement date of employment.
- 2.9. Notwithstanding clause 7.4 - Table of Calculation of Contract Fee:
- | Total Annual Commencing Remuneration | Min Fee or % |
|--------------------------------------|----------------|
| £1,000 to £14,999 | £3,000 min fee |
| £15,000 to £99,999 | 20% |
| £100,000 plus | 25% |
- This scale of fees cannot be varied except by written agreement of the Company. The calculation may be subject to a minimum charge in cases coming within the terms of clause 2.7 above.
- 2.10. Where the total annual commencing remuneration is lower than the candidate's current or previous level of remuneration the fee will be calculated based upon the higher of the two.
- 2.11. An additional charge will be made to the Client for out of pocket expenses necessarily incurred in performing the obligations of the company under the agreement (for example, accommodation and travel expenses). These extra charge are non-refundable.

Section 3 - Executive Search and Selection Campaign Contracts

- 3.1 Executive search and selection is when the Company is engaged to locate one or more Candidates to fulfil a particular role or roles within the Client for an ongoing contract period. The Company doing so by what means it considers appropriate
- 3.2 The fee for executive search and selection is calculated as a percentage of the "Total Annual Commencing Remuneration" offered to the Candidate in accordance with the table set out in clause 2.9 above, unless a specific fee is agreed in writing between the Company and the Client prior to the work of the Company commencing. One third of the fee is chargeable and payable on the Client giving instruction to the Company to act on their behalf. One third of the fee is chargeable and payable on the Company providing the Client with a shortlist of Candidates for interview. The final third of the fee is chargeable and payable when the Candidate accepts the offer of employment or commences the commercial relationship.
- 3.3 If the Client withdraws the instruction to the Company to proceed with a search and selection assignment, or materially alters its instructions submitted to the Company once the campaign has started and accordingly the campaign project is not concluded then a withdrawal/cancellation fee equivalent to 50% of the outstanding balance of the agreed assignment fee will be payable. Where no specific assignment fee has been agreed other than a proportion of the Total Annual Commencing Remuneration, then the withdrawal/cancellation fee shall be based upon what the Company shall estimate to be the total of the probable fees calculated under clause 2.9 based on the Total Annual Commencing Remuneration of each of the positions to be filled by the search.
- 3.4 If the contract period is for less than twelve months, the fee is calculated on the annual equivalent value of the total financial benefit to the Candidate under the contract.
- 3.5 An additional charge will be made to the Client for out of pocket expenses necessarily incurred in performing the obligations of the company under the agreement (for example, accommodation and travel expenses). These fees are non-refundable.

Section 4 - Individually Assessed Selection

- 4.1 Individually Assessed selection is when the Company is engaged to locate one or more Candidates to fulfil a particular role within the Client, the Company doing so by what means it considers appropriate but which will usually involve the on-line assessments for potential Candidates and agreed one-to one assessment as are agreed between the Company and the Client or if no agreement then such methods as the Company considers appropriate.
- 4.2 The fee for assessed selection is calculated as a percentage of the "Total Annual Commencing Remuneration" in accordance with the table set out in clause 2.9 above. One third of the fee is chargeable and payable on the Client giving instruction to the Company to act on their behalf. One third of the fee is chargeable and payable on the Company providing the Client with a shortlist of Candidates for interview. The final third of the fee is chargeable and payable when the Candidate accepts the offer of employment or commences the commercial relationship.
- 4.3 An additional charge will be made to the Client for out of pocket expenses necessarily incurred in performing the obligations of the company under the agreement (for example, accommodation, assessment documentation & travel expenses). These fees are non-refundable.
- 4.4 The cancellation fee set out in section 3.4 also applies to assessed selection assignments.

Section 5 - Advertising Fees

- 5.1 The Client will be charged separately for any advertising that the Company arranges long as the advertising has been agreed between the Client and the Company. All advertising charges (that is, the charge of the Company in respect of the cost of placing advertisement(s) in media(s) on behalf of the client) will be agreed between the Client and the Company
- 5.2 Additional advertisement costs incurred by the Company in connection with the preparation or production of advertisement material, such as set up charges, artwork etc., will be charged to the client. Such charges will normally not exceed £500 without the prior authority of the Client.

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- 5.3. Payment requests will be raised to the Client upon receipt of written confirmation of the order of the Client for the advertisement or as soon as reasonably practicable thereafter.
- 5.4. All advertising fees, charges and related costs are non-refundable.

Section 6 - Replacement Employee Facility

- 6.1 If a Candidate leaves the Client's employment within the first 8 weeks from the Start Date then the Company will, subject to payment of the Company's payment requests within the due dates (see Section 7 below) and to receiving notification by recorded delivery within 7 days of the Candidate's departure, use reasonable endeavours to provide a replacement Candidate, for the specific role vacated, for no additional fee.

Section 7 - General Provisions

- 7.1. All payment requests are due for payment within 7 days of its date. If payment is not settled within 7 days, then without prejudice to its right to recover that payment from the Client the Company is under no obligation to provide the replacement employee facility referred to in Section 6.
- 7.2. Any alteration to our standard terms and conditions is made on the condition that our fee is settled within 7 days of the payment request date. If the fee is not paid within 7 days then any concessions made by P1 Placement Ltd become null and void and the agreement between the company and the client will revert to the standard terms and conditions. This includes reverting to standard fees and all other terms and conditions.
- 7.3. The company reserves the right at any time to withdraw any credit terms granted and charge interest on accounts which remain unpaid 30 days after the payment request date at the rate of 3% above the Bank of England minimum lending rate, and such accounts will be passed to a debt recovery agency, and all costs incurred will be recoverable from the client.
- 7.4. If a candidate introduced to a company by P1 Placement Ltd is "employed" as defined in clause 2.1 and P1 is not informed in writing or by email within 7 days of the candidates acceptance of contract or commencement of employment (whichever occurs soonest) then the fee applicable will increase to 50% of the candidates last known total annual commencing remuneration or new remuneration (whichever is the higher).
- 7.5. The Company does not take up references on Candidates, unless specifically instructed and the Client is advised and recommended to do so before making an offer of employment. The company accepts no responsibility for any loss or damage sustained by the Client or any third party arising directly or indirectly from any act of omission of Candidate in pursuing their employment duties, or in not commencing them on the start date, or discontinuing them thereafter or otherwise.
- 7.6. All sums referred to in these Terms are subject to the VAT where applicable.
- 7.7. This is the entire contract between the parties and any variation or addition to it shall be in writing and signed by both parties.
- 7.8. is set of Terms and Conditions supersedes any previous Terms and Conditions agreed between the parties.

Section 8 - Refund Policy

Other than non- refundable amounts in Clauses (2.11) (4.3) (3.5) (5.4)

Week in which the applicant leaves	% of Fee refunded
1- 3 weeks	80%
4- 6 weeks	50%
7- 9 weeks	20%