



Terms and conditions

Annual Remuneration Package	Up to £49,999	£50,000 and above
Permanent Fees		
Register Search Completion Fee	25%	30%
Retained Assignments		
Retainer Fee	8%	10%
Shortlist Fee	7%	9%
Completion Fee	8%	10%
	23%	29%
Contract Fees		
Duration (months)		
Up to 6	30%	35%
7-11	25%	30%
12+	A register search fee charged as per above	

All fees are expressed as a percentage of the first year's "**Gross Annual Remuneration Package**" which term includes salary and all joining inducements, bonuses, profit share, overseas premiums, commission earnings, travel allowances, living accommodation allowances and any other identifiable financial benefits and taxable (and, where applicable, non-taxable) emoluments payable to, or received by, the Work-Seeker for services rendered to, or on the behalf of, the Client. (The provision of a car is valued at £5,000. Living accommodation allowances are valued at £25,000 in the absence of other information)

CONTRACT FEES

The Contract Fee due will be calculated as 'x'/12ths of the Gross Annual Remuneration Package multiplied by the appropriate Contract Fee percentage where 'x' denotes the contract duration in months.

ADVERTISING, RESEARCH, PSYCHOMETRIC TESTING AND INTERVIEW EXPENSES

The client shall be charged for all advertising, research and psychometric testing costs together with all agreed travel and interview expenses incurred by a Work-Seeker.

PAYMENT TERMS

Payment terms are 14 days net. Interest will be payable on overdue sums at the rate from time to time applicable to judgement debts in the High Court.

VALUE ADDED TAX

Where applicable, VAT or equivalent will be charged at the ruling rate.

FULL TERMS AND CONDITIONS

These are printed overleaf. All and any business undertaken by FSR International for the search, supply or introduction of Work-Seekers is transacted subject to these terms and conditions, which shall be incorporated into any agreement between FSR International and the Client. The entire contract is contained in these terms and conditions in conjunction with the agreed proposal document. Unless otherwise agreed in writing the Introduction, request for, interview with, or Engagement (whichever shall first take place) of the Work-Seeker by the Client is deemed to be the Client's acceptance of these terms and conditions. Any amendment to these terms and conditions must be made in writing and signed by a Director of FSR International and an authorised representative of the Client.

BASIS OF ACTING

Where FSR International is undertaking a permanent or contract assignment it shall be acting as an Employment Agency and where it is undertaking a temporary assignment it shall, unless stated otherwise in writing, be acting as an Employment Business.

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Permanent and contract assignments

1. Definitions

“**FSR International**” is , a wholly owned subsidiary of CR Sigma Limited, and any of its Subsidiaries or Divisions as defined by the Companies Act 1985.

“**Company**” means FSR International as defined above.

“**Client**” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Work-Seeker Is introduced or supplied.

“**Engagement**” means the engagement, employment or use of the Work-Seeker by the client or any third party to whom the Client has introduced the Work-Seeker whether on a permanent, contract or temporary basis and whether under a contract of service or for services or any other direct or indirect engagement and includes an agreement to engage the Work-Seeker in the future and “to engage” shall be construed accordingly.

“**Introduction**” means (i) the Client’s interview of a Work-Seeker in person or by telephone, following the Client’s instruction to FSR International to search for a Work-Seeker; or (ii) the passing to the Client of a curriculum vitae, résumé or other information which identifies the Work-Seeker; and which leads to an Engagement of that Work-Seeker by the Client

“**Work-Seeker**” means the individual whose services are introduced by FSR International to the Client

2. Fees

On a Register Search, the Completion fee shall become payable by the Client on the day the Work-Seeker agrees to an Engagement with the Client. On a Retained Assignment fees will be payable as follows: a retainer fee element immediately upon commencement of the assignment and not returnable under any circumstances; a short-list fee element, non-returnable, payable upon the presentation to the Client of a minimum of three candidates who in the reasonable opinion of FSR International meet the agreed specification; a completion fee element payable on the day a Work-Seeker agrees to an Engagement with the Client. All fees shall be calculated in accordance with the Retainer Fee, Shortlist Fee and Completion Fee.

3. In the event that any Work-Seeker is rejected by the Client or the Work-Seeker rejects an offer of Engagement, if the Work-Seeker is subsequently engaged by the client within six months of the Introduction, the Client shall pay an introduction fee to FSR International calculated in accordance with clause 2.

4. If the Client introduces a Work-Seeker to another person, firm or corporation resulting in the Engagement of the Work-Seeker by that person, firm or corporation within six months of the Introduction, the Client shall pay the completion fee in accordance with clause 2 above.

5. **Cancellation:** If a Retained Assignment is cancelled by the Client, or if in FSR International’s opinion, the Client for any reason materially alters its requirements submitted to FSR International, then, in addition to the fees payable in accordance with the scale of fees, the Client shall pay an additional fee of 10% of the stated remuneration package, plus all agreed advertising costs and other expenses incurred by FSR International.

6. When an offer of Engagement has been made in writing by the Client and is subsequently withdrawn by the Client after an acceptance by the Work-Seeker through no fault of the Work-Seeker, the Client shall pay the full permanent or contract fee shown overleaf.

7. When a Client engages an additional Work-Seeker(s) submitted within a shortlist on a Retained Assignment, a permanent fee is payable for each such additional Work-Seeker in accordance with the scale of fees for a Register Search.

8. For Contract Assignments

- a. The Contract Fee shown overleaf shall be due at the start of the Engagement
- b. If the Client wishes to extend the agreed initial period of the contract then a further fee will be payable subject to the same conditions and calculated as if this was a new separate contract assignment with the exclusion of any replacement/rebate as defined in Clause 11.
- c. If at any time the Client wishes to employ the Work-Seeker on a permanent basis, then in addition to the contract fees already paid, the Client shall pay an amount equivalent to the permanent fees less the Transfer Fee Rebate.

9. **Offers:** The Client agrees to notify FSR International immediately of any offer of an Engagement which is made to the Work-Seeker and to notify FSR International immediately that an offer of an Engagement to the Work-Seeker has been accepted and to provide FSR International with full details of the remuneration package.

10. FSR International is able to provide an advertising service to the Client, for which the charges incurred by FSR International are payable by the Client. Cancellation of an advertisement will only be accepted by FSR International provided that the Client gives sufficient notice to FSR International to enable FSR International to cancel the advertisement before going to press. The Client shall pay advertising accounts within seven days of the date of the invoice.

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11. Replacement/Rebate

Permanent Placement: In the event that an Engagement is terminated within 12 weeks of the date the Work-Seeker commenced work for Client FSR International shall endeavour to find a replacement at no further cost to the Client except for any additional advertising costs as may be agreed. If in the opinion of FSR International, a suitable replacement cannot be found FSR International shall refund the completion fee paid in the same proportion as the un-worked period bears to 12 weeks (calculations being done to the nearest week). For Retained Assignments only the completion fee element shall qualify for replacement/rebate.

Contract Placements: The appropriate rebate period shall be a number of weeks calculated as one week for each month of initial duration up to a maximum period of 12 weeks. Any refund will be calculated using the same methodology as that for permanent placements. No rebate period shall apply to any subsequent contract extension or renewal.

In order to qualify for Clause 11, it will only apply if

- (i) The Client has paid FSR International within 14 days of the commencement date of the engagement;
- (ii) The Client has notified FSR International in writing of the termination of the Engagement within seven days of it taking effect and be sent to FSR by recorded delivery;
- (iii) There shall be no Engagement of that Work-Seeker other than through FSR International within 6 months from the date of termination;
- (iv) The termination is not due to redundancy; and
- (v) All fees have been paid in accordance with these terms and conditions
- (vi) No application for refund will be entertained other than in these circumstances;
- (vii) In any event no credit will be given where the employee was employed for a period greater than 16 weeks

12. **Liability:** FSR International endeavours to ensure the suitability of any Work-Seeker introduced to the Client however it shall be the Client's responsibility for taking up/verifying references and taking such other steps as may be required to satisfy itself as to the suitability of the Work-Seeker including the existence of relevant work permits, qualifications and undertaking medical checks. The Client must not approach a Work-Seeker's current employer until the Client has made a written offer of Engagement which has been accepted in writing by the Work-Seeker. Any information supplied to the Client by FSR International is supplied in good faith based on information given by the Work-Seeker and FSR International does not represent or warrant such information to be true. No liability whatsoever is accepted by FSR International in respect of the matters referred to in this clause.

13. FSR International shall not be responsible for any loss, expenses, damage, delay, costs or compensation (whether direct, indirect or

consequential) arising from or in any way connected to FSR International seeking a Work-Seeker for the Client or from any Introduction or Engagement or from any failure to introduce any Work-Seeker or from negligence, dishonesty, misconduct or lack of skill of the Work-Seeker.

14. For Contract Assignments a Work-Seeker provided by FSR International is deemed to be under the direction and control of the Client from the time the Work-Seeker reports to take up duties and for the duration of the assignment, and the Client agrees to be responsible to third parties for all acts, errors and omissions be they wilful, negligent or otherwise as though the Work-Seeker were the direct employee of the Client, and the Client will in all respects comply with the statutory bye-laws and legal requirements to which the Client is ordinarily subject in respect of all the Client's own staff and will be responsible for the Work-Seekers remuneration and deductions for PAYE and National Insurance
15. When making an Introduction of a Work-Seeker to the Client FSR International shall inform the Client of the identity of the Work-Seeker; that the Work-Seeker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the position; and that the Work-Seeker is willing to work in the position
16. The Client, by accepting these terms confirms that it is aware of the legal and/or professional requirements for the placement and knows of no reason why it would be detrimental to the interests of the Work-Seeker for him/her to undertake the placement.
17. **Complaints:** If the Client has any cause for complaint about a Work-Seeker or an invoice FSR International must be notified as soon as possible and this must be confirmed by the Client in writing in any event within 7 days of the complaint arising.
18. Where information is supplied by FSR International to the Client about the Work-Seeker this shall be treated as confidential and must not be disclosed without the prior consent of FSR International which will, where necessary, obtain the consent of the Work-Seeker for any disclosure to a third party.
19. **Confidentiality:** FSR International observes a strict professional duty of confidentiality to the Client in respect of all business matters between the parties. The only exceptions to this are where the client authorises us to disclose information, where we are required to make a disclosure under applicable regulations or legislation (particularly in respect of money laundering), or where the information is already in the public domain. We observe the ethics, rules guidelines & regulations laid down by the Chartered Institute of Management Accountants (CIMA).



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20. **Data Protection:** The Client shall comply with the 1998 Data Protection Act and any other relevant data protection legislation. In particular, the Client agrees to comply with the obligations placed on the Company by the Seventh Data Protection Principle set out in the 1998 Act and maintain technical, organisational and security measures sufficient to comply with those obligations, only process personal data (as defined in the 1998 Act) for and on behalf of the Company or in accordance with the introduction and the Engagement.

21. **Equal Opportunities:** The Company expects the Client to be fully aware of all current laws relating to discrimination, victimisation or harassment due to race, nationality, sex, marriage, disability, age and working time and

that it has given the appropriate training to all members of its own staff that maybe involved in the Engagement process. The Client agrees to fully indemnify the Company against all losses, costs (including legal costs), damages, expenses, orders, awards or other payments (including interest) of every kind arising out of a breach of the provisions of this paragraph and any claim by an Applicant as a result of any action and/or comment made or taken by the Client or any member of staff employed or engaged by the Client.

22. **Law:** These Terms & Conditions are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

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Schedule A

Transfer Fee Rebates

Transfer Fee Rebates – Any rebate is calculated by reference to the full number of months worked on the Assignment, or continuous Assignments, by the Work-Seeker as follows:

Months worked	Rebate
Up to 3	0%
4-12	1/9 th for each complete month worked in excess of 3 months
More than 12	100%