



1. These Terms and Conditions of Business (“the terms”) are between KPJ Design & Draughting Ltd (“the Company”), acting in the capacity of an employment agency and the Employer Client (“the Client”) and are deemed to be acceptable by the Client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract of service or for services) of an Applicant introduced by the agent.
2. The Client agrees:
 - (a) To notify the Company immediately an engagement is accepted, and
 - (b) To pay the fee of the company within 14 days of the commencement of the engagement.
3. No fee is incurred by the client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.
 The fee payable to the Company by the Client for an introduction resulting in an Engagement is calculated in accordance with the accompanying Fee Structure on the Remuneration applicable during the first 12 months of the Engagement.
 V.A.T. shall be paid in addition.

<u>REMUNERATION IN £</u>	<u>PERCENTAGE</u>
Up to £15K	10.0%
£15,001 to £20,000	12.5%
£20,001 to £30,000	15.0%
£30,001 to £40,000	20.0%
£40,001 & above	25.0%

4. In order to qualify for the following guarantees, the Client must pay the Company’s fee within 14 days of the date of invoice and must notify the Company, in writing, of the termination of the Engagement within 7 days of its termination. Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below.

<u>WEEK IN WHICH THE APPLICANT LEAVES</u>	<u>% OF INTRODUCTION FEE REFUNDED</u>
1 - 2	90%
3 - 4	80%
5 - 6	60%
7 - 8	40%
9 - 10	20%
11 - 12	10%

There will be no refund where the Applicant leaves during or after the 13th week of the Engagement.
 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company 3% of the Remuneration where the annual Remuneration is £20,000 or less, 5% of the Remuneration where the annual Remuneration is £20,001 or more.
 Should the Client or any subsidiary or associated company of the Client subsequently re-engage 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 above becomes payable, with no entitlement to the refund.

5. Introductions are confidential. The passing of an introduction to another employer which results in an engagement renders the Client liable to payment of the Company’s fees as detailed in paragraph 3.
6. An introduction fee calculated in accordance with paragraph 3 of these terms will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through the agent, even though the introduction may be made indirectly.
7. The Company endeavours to make every reasonable effort to ensure the suitability of applicants introduced to the Client. However, the Client must satisfy itself as to the general suitability, integrity and personal qualities of the Applicant. The Client shall be responsible for taking up any references provided by the Applicant, for obtaining work and other permits if required and for any medical examinations and/or investigations into the medical history of any Applicant.
8. The Company can accept no liability of any kind or 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 of any Applicant or from the failure of the Company to introduce an Applicant.
9. No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Company.