

# Terms Of Business Permanent Recruitment

Agenda Resource Management realises the importance of recruiting quality staff. This is particularly relevant when recruiting within the Biomedical Research Industry where attracting the best candidates is of paramount importance.

## RECRUITMENT SERVICES

From taking instruction of requirements to successful recruitment, fees are calculated in accordance with the salary bands below:

■ £0 - £10,000	15%
■ £10,001 - £20,000	20%
■ £20,001 - £30,000	22.5%
■ £30,001 and above	25%

NB Security clearance fee is included in our % fee (normally charged at £329 + VAT). Advertising and design fees are charged at cost + 20%, + VAT.

### 1. Contingency Recruitment

- Taking instructions on candidate specifications
- Consulting existing databases for pre-registered candidates
- Assessing and sourcing suitable candidates
- Shortlisting candidates in conjunction with the job description received
- Submission of selected shortlisted candidates
- Arranging and confirming interviews
- Security Clearance
  - Probity Clearance (before interview)
 

Which briefly consists of checking for discrepancies in the information provided and confirmation of identity, amongst other checks
  - Comprehensive security check (upon acceptance of an offer)
 

Following on from the Probity check, including one-to-one interviewing with the candidate and their referees by highly specialised personnel

### 2. Campaign Management

- Services as above
- Inclusion of the vacancy on the Agenda website, using Agenda as a contact
- Inclusion of the vacancy on appropriate National, International and Specialist websites
- Options to advertise the vacancy in relevant trade magazines e.g. Lab Animal Europe
- Options to advertise the vacancy in the Vacancy Hot List

### 3. Headhunting/Specialist Search

- Services as per 'Campaign Management'
- Identification and selection of suitable candidates, using our extensive knowledge of, and contacts within the Biomedical Research Industry
- Approaching suitable candidates confidentially to ascertain their interest in your vacancy
- All services described in 'contingency recruitment', to ensure you and the candidates are fully supported throughout the recruitment process, through to successful placement

For the campaign services and Headhunting / Specialist search services, fees are to be paid as follows:

- One third on commencement of recruitment campaign
- One third on production of shortlisted CV's
- One third on final completion of the campaign (eg successful placement/s)

NB for 'campaign management' and 'search' assignments, only the last third of the fee would be subject to a refund in the event of a placed candidate leaving or not finding a suitable candidate within the scope of the role.

## ADVERTISING

Within the situations vacant section of Lab Animal Europe which is Europe's biggest and most widely read magazine in the research industry.

Subscribers to this magazine have risen in numbers by over 200% in the past 5 years. The average number of readers per issue is around 17,500 people - the vast majority of whom are research professionals and decision-makers at Europe's major research facilities.

Packed with European content and topical issues it is essential reading for scientists, facility managers, veterinarians and technicians throughout Europe. Your future employee is probably reading Lab Animal Europe right now!

Full Page	£516	Half Page	£321
2/3 Page	£425	Quarter Page	£195
Inserts / Flyers	£305		

Prices in other currencies are available upon request.

## SCALE OF REBATE

The following scale of refund only applies in the event that the Client has complied with clause 7.1 - eg that they have taken all reasonable steps to satisfy themselves as to the suitability of the successful applicant and provided comprehensive details on the nature of the position to be undertaken by the applicant and likely working environment. 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, subject to the conditions in clause 4.1. in the Terms of Business.

Duration	% of introduction fee refunded
Up to 1 calendar month worked	70%
1 - 2 calendar months worked	50%
2 - 3 calendar months worked	30%
3 or more calendar months worked	No Refund

There will be no refund where the Applicant leaves during or after the 13th week of the Engagement.

## 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 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 whom the Applicant is introduced;
- 'Agency' means Agenda Resource Management Ltd. PO Box 24, Hull, HU12 8YJ
- '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;
- 'Introduction' means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Applicant; and which leads to an Engagement of that Applicant by the Client;
- 'Remuneration' includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the Client, a notional amount of £4,000 will be added to the salary in order to calculate the Agency's fee.
- 1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

## THE CONTRACT

- 2.1. These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.
- 2.2. Unless otherwise agreed in writing by a Manager of the Agency, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3. No variation or alteration of these Terms of Business shall be valid unless approved in writing by a manager of the Agency.

## NOTIFICATION AND FEES

- 3.1. The Client agrees:
- to notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
  - to notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
  - to pay the Agency's fee within 21 days of the date of invoice.
- 3.2. Except in the circumstances set out in clause 5.1, no fee is incurred by the client using the contingency recruitment service until the applicant commences the engagement, when the agency will render an invoice to the client for its fees.
- 3.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 2% per annum above the base rate from time to time of HSBC Bank from the due date until the date of actual payment.
- 3.4. The fee payable to the Agency 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. VAT will be charged on the fee if applicable.

## REFUNDS

- 4.1. In order to qualify for the following refund, the Client must pay the Agency's fee within 21 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.
- 4.2. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the Fee Structure.
- 4.3. Should the Client or any subsidiary or associated Agency of the Client subsequently engage or 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 3.4 above becomes payable, with no entitlement to the refund.

## CANCELLATION FEE

- 5.1. 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 Agency a minimum fee of 10% of the annual Remuneration

## INTRODUCTIONS

- 6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency 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.
- 6.2. 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 Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 6.3. Where the amount of the actual Remuneration charge is not known the Agency 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 Agency by the Client and/or comparable positions in the market generally for such positions.

## SUITABILITY AND REFERENCES

- 7.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this 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 Agency before engaging such Applicant. The Client will also ensure the Agency has been provided with comprehensive details on the nature of work to be undertaken by the successful applicant and likely working environment. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

## LIABILITY

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

## LAW

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