

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF DEFINITIONS

In these Terms of Business the following definitions apply:

“Agency”	means Hunt Hospitality Recruitment Ltd trading as Alexander Lucey, a company incorporated in England and Wales with company number 10994494, having its registered office at Vine House, 143 London Road, Kingston-Upon-Thames, Surrey, KT2 6NH.
“Applicant”	means the person introduced by the Agency to the Client for an Engagement including any members of the Agency’s own staff.
“Companies Act”	means the Companies Act 2006, as amended.
“Client”	means the person, firm or corporate body together with any Subsidiary to which the Applicant is introduced.
"Confidential Information"	information (in any physical or non-physical form whatsoever) which: is specified as being confidential; or which relates to the business, affairs or finances of one of the parties; or which, due to its nature, the receiving party should reasonably regard as being of a confidential or commercially sensitive nature. Confidential Information does not include: (i) information which is publicly known when disclosed by one party to the other; (ii) information which becomes publicly known other than through a breach of these Terms of Business; (iii) information which either party can show was known to it prior to its disclosure by one party to the other; (iv) information developed independently by one party without any prior knowledge of the information disclosed to it by the other; and (v) information disclosed to one party by a third party who has a right to do so and who has not imposed on that party any obligation of confidentiality.
“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, directly or through a limited company of which he/she is an officer or employee.
“Fee”	means the fee payable to the Agent which is equal to seventeen and half per cent (17.5%) on all salaries, plus VAT (if applicable).

"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 such 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, Tronc, allowances, accommodation, 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, the full amount of allowance will be added to the salary in order to calculate the Agency's fee.
"Start Date"	the date on which the Engagement commences.
"Subsidiary"	has the meaning given to it in the Companies Act save that, for the purposes of s1159 Companies Act, a company shall be treated as a member of another company if: (a) any of its subsidiaries is a member of the subsidiary; or (b) any shares in that other company are held by a person acting on behalf of the company or any of its subsidiaries.

The Contract

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. Unless otherwise agreed in writing by the Agency, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.
3. No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Agency.
4. The Agency shall use its reasonable endeavours to propose suitable Applicants in response to a Client request but shall have no liability in circumstances where no such Applicants are available or none are accepted by the Client.
5. The Client acknowledges that the Agency shall only be liable in connection with the acts, omissions or negligence of Applicants to the extent that any loss is directly caused by the Agency's own negligence or its failure to fulfil its obligations under these Terms of Business.
6. The Client shall:
 - a. comply with all applicable legislation and codes of practice in connection with the Engagement;
 - b. advise the Agency and the Applicant of (a) any special health and safety matters applicable to the Engagement, (b) any requirements imposed by law or by any professional body which must be satisfied by the Applicant to perform the Engagement and (c) any other information that the Agency may reasonably request in connection with an Engagement;
 - c. ensure that it does nothing to cause the Agency to be in breach of any legal obligations or codes of practice;
 - d. notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
 - e. notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted;
 - f. promptly provide details of the Remuneration to the Agency; and
 - g. pay the Agency's Fee within seven (7) days of the date of invoice.
7. The Fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated on the Remuneration applicable during the first twelve (12) months of the Engagement. VAT will be charged if applicable.
8. If applicable, the Agency shall be entitled to increase its Fees to reflect statutory changes and/or the application of any enhanced statutory rights which increase the mandatory payments and/or benefits due to an Applicant.
9. Notwithstanding any other provision in these Terms of Business, in no event shall either party be liable to the other party for any indirect, special or consequential damages or losses, liability to or by a third party, or loss of present or future profits, business, revenue, goodwill or anticipated savings in any way arising under or in connection with these Terms of Business or the Engagement.

10. Except in the case of death or personal injury caused by the negligence of the Agency, the Agency's maximum aggregate liability in connection with any Engagement, whether arising under contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed 100% of the Fee payable in connection with that Engagement. Where there has been no Engagement, the Agency shall have no liability to the Client.
11. Each party agrees that it shall maintain as confidential all Confidential Information that it obtains from the other party (or from any person on behalf of the other party) and shall use such Confidential Information solely to fulfil its obligations under these Terms of Business or as may be required by law.
12. Either party shall be entitled to terminate these Terms of Business forthwith by notice in writing to the other party in any of the following circumstances:
 - a. if the other party commits or allows to be committed any material or irremediable breach of these Terms of Business; or
 - b. if the other party commits or allows to be committed any other breach of these Terms of Business (not being material) where the party in breach fails to remedy any such breach (where capable of remedy) within 14 days after notice has been given to the party in breach requiring such breach to be remedied; or
 - c. save for the bona fide purpose of solvent reconstruction or amalgamation, if any action, application or proceeding is taken in respect of the other party for (i) a voluntary arrangement or composition or reconstruction of its debts; (ii) the presentation of an administration petition; (iii) its winding-up or dissolution; (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or (v) any similar action, application or proceeding in any jurisdiction to which it is subject.
13. If the Engagement terminates before the expiry of four (4) weeks from the Start Date (except where the Applicant is made redundant) the Agency agrees to procure as many further Applicants as the Client reasonably requests until a replacement Engagement is made (a Replacement Engagement). Once a Client has received a Replacement Engagement, no Fee will be payable by the Client to the Agency on such Replacement Engagement. In the event that no Replacement Engagement is appointed following the termination of the Engagement within the first four **(4) weeks, a refund will be granted on the following sliding scale.**

Sliding scale— In the case of termination of engagement after 4 weeks from the Start Date, The client will be refunded 50% of the fee in the case of termination of the engagement between 5-6 weeks from the start date. The client will be refunded 25% of the fee in the case of termination of the engagement between 7-8 weeks from the start date. Following the end of the 8th week of engagement, no refund will be offered, in the case of termination of the assignment from this point.
14. There will be no Fee incurred by the Client until the Applicant commences the Engagement at which point the Agency will render an invoice to the Client for its Fee.
15. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than seven (7) days at a rate of four per cent (4%) per annum above the base rate from time to time of HSBC Bank Plc from the due date until the date of actual payment.

16. The Agency has 12 month candidate ownership from the last point of contact. In the event that the Engagement is for a fixed term of less than twelve (12) months, the Fee will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within twelve (12) months of the termination of the first Engagement the Client shall be liable to pay a further Fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner. This will still apply whether or not the Agency and Client decide to terminate their relationship at any point or period they are working together.
17. Neither party shall be liable to the other for failure to perform its obligations under these Terms of Business to the extent that they are prevented from doing so due to external factors beyond their reasonable control. In such circumstances, the parties shall provide all reasonable cooperation to each other to mitigate the effect of the disruption and, should such disruption continue for 30 consecutive days, either party shall be entitled to terminate these Terms of Business immediately by giving notice.
18. The Agency and the Client are independent contracting parties. Nothing in these Terms of Business shall be construed as creating a relationship of employment, partnership, agency or joint venture between the parties. Neither party is entitled to act as agent for, or enter into legally binding obligations on behalf of, the other.
19. These Terms of Business may only be varied or amended with the written consent of a duly authorised representative of both parties (in the case of the Agency, such authorised representative shall be limited to either a director or legal representative).
20. These Terms of Business shall constitute the entire agreement between the parties in relation to an Engagement.
21. To the extent that any provision, or part thereof, of these Terms of Business becomes, or is deemed, legally invalid or unenforceable, the remainder of the provision and the other provisions of these Terms of Business shall remain valid and enforceable without affecting the remaining rights and obligations of the parties.
22. No failure or delay in exercising any right or remedy under these Terms of Business shall constitute a waiver of such right or remedy nor shall it prevent the further exercise of that right or remedy. Any rights and remedies of the parties pursuant to these Terms of Business are cumulative and do not exclude any other rights or remedies under common law or statute.
23. Neither party intends any of the provisions of these Terms of Business to be enforceable by any third party. Any laws allowing for such third party enforcement or other third party rights shall not apply to these Terms of Business.
24. These Terms of Business are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to hear any matters arising out of these Terms of Business.