

# Terms and Conditions of Business

Between

Czech Match Limited

And

.....

## 1) Parties:

This Agreement sets out the whole Terms and Conditions of Business between Czech Match Limited, a Company incorporated in Scotland under the Companies Acts in Scotland and having its Registered Office at North Cadboll House, North Cadboll, Fearn, Tain, Ross-shire, IV20 1TN, Scotland (hereinafter referred to as “Czech Match”) and [insert name], a Company incorporated under the Companies Acts in England & Wales/Scotland and having its Registered Office at [insert full postal address of client] (hereinafter referred to as “the Employer”).

## 2) Definitions:

- a) **‘Applicant’** means an individual or candidate who has agreed to Czech Match supplying his details to a prospective employer in order to be considered by that prospective employer for selection and appointment to paid employment or some other form of service agreement with the prospective employer.
- b) **‘Appointment’** means the Employer authorising Czech Match to commence the procedure for identifying and pre-interview selection of one or more Applicants on his behalf, either by issuing written instructions to that effect or providing Czech Match with confidential information and details of one or more vacancies within his company or organisation, which a reasonable person would imply constitutes an instruction to proceed with the identification and pre-interview selection procedure.
- c) **‘Engagement’** means the engagement, employment or use of an Applicant by the Employer whether under a contract of employment or service or for services, or under an agency, licensee, franchise or partnership agreement to fill a vacancy.
- d) **‘Introduction’** An introduction occurs when Czech Match names an Applicant to the Employer, regardless of the means of introduction namely verbally, in person or by telephone/voicemail or in writing by fax, post, email or any other form of recognised communication. For the avoidance of doubt, an introduction will still be deemed to have taken place whether or not the Applicant’s name or other details were already known to the Employer or anyone within his company or organisation **unless** the Employer establishes to Czech Match’s satisfaction in writing within 24 hours of such introduction that he had already been in contact with the Applicant for the purposes of Engagement.
- e) **‘Start Date’** shall mean the date upon which a successful Applicant begins working for the Employer in terms of his Engagement.
- f) **‘Vacancy’** means a job or other form of position in the Employer’s company or organisation (or that of another person, company or organisation on whose behalf the Employer is acting) whether full or part-time, permanent or temporary, employee, self-employed agent or some other form of relationship with the Employer.
- g) Use of the male gender shall also be deemed where appropriate to refer to the female gender and reference to the singular shall also be deemed to refer to the plural. No special significance shall apply to use of any letter in either the upper case e.g. “A” or lower case e.g. “a” and headings are deemed to be illustrative and do not form part of any paragraph.

### **3) Commencement Date:**

This Agreement will be deemed to become enforceable and the appointment of Czech Match by the Employer shall commence on the earlier of a) the Employer issuing written confirmation of an Appointment, or b) the actions of the Employer implying that he has accepted the Terms and Conditions and given Czech Match an Appointment to act as Recruitment Agents on his behalf.

### **4) Candidate Selection:**

- a) On the Commencement Date the Employer will provide Czech Match with a detailed specification of each Vacancy to be filled and in particular the job title and specification, usual working hours, holiday entitlement, remuneration package including where appropriate salary, usual hourly rate of pay, overtime payment structure (if any), bonus rate or structure, holiday pay, company car/house/mobile telephone or other additional entitlement, relocation or other assistance package and normal place of work. The Employer will also provide Czech Match with any specific requirements sought in a successful Applicant, whether these be qualifications, language skills, age, sex, religious or social practices (where exempt from the current E.U. Non-Discrimination Directives) or other peculiar to the Employer or the Vacancy.
- b) Czech Match will use the Vacancy specifications issued by the Employer for each Vacancy and will seek out one or more suitable Applicants who match as closely as possible the Employer's specifications. Czech Match will adopt one or more of the methods set out in Schedule "A" when seeking to identify one or more suitable Applicants. Czech Match will carry out initial checks and an initial interview assessment of each Applicant prior to making an Introduction to the Employer. Czech Match will upon request confirm to the Employer the nature and extent of such initial checks it has carried out prior to the Introduction.
- c) After Czech Match has made an Introduction to the Employer, it will then be for the Employer to carry out **ALL** background and other checks into the veracity of all statements or claims made by any Applicant, whether such statements or claims are made in writing (e.g. contained in a Curriculum Vitae) or verbally (e.g. during a telephone or face-to-face interview). The Employer will also require to satisfy himself that each Applicant is capable of performing the role and duties expected of a reasonable employee for each Vacancy in accordance with the specifications provided to Czech Match and will, if necessary, use psychometric or other testing, role play or other means to entirely satisfy himself whether each Applicant is suitable for Engagement.
- d) After the Employer has fully satisfied himself as to the suitability of each Applicant for Engagement, the Employer will give written notification to Czech Match within 72 hours of receiving an acceptance of offer of Engagement from an Applicant for each Vacancy. At the same time the Employer will confirm to Czech Match the entire remuneration package being offered to the Applicant during the first 12 months of employment including (but not exclusively) basic salary or wages, guaranteed or other overtime payable, automatic or other bonus entitlements to which the Applicant may become entitled during the said 12-month period, any allowances, company car (which if given will be deemed to constitute not less than a £3,500 increment to the basic salary), housing costs or other taxable remuneration.
- e) Once the Employer has received an acceptance, either verbal or in writing from an Applicant in respect of any offer of Engagement for a Vacancy, the Employer shall pay Czech Match's fee in accordance with Paragraph 5.

## 5) Fees and Outlays:

- a) A fee will be charged to the Employer when an Applicant is employed at any time within 12 calendar months of the Date of Appointment. Introduction of Applicants by Czech Match Limited to the Employer are confidential. The passing of an Introduction within twelve calendar months from the date of Czech Match Limited's Introduction, by the Employer to a third party which results in an Engagement renders the Employer liable to payment of Czech Match Limited fee as set out in Clause (b) below as though the Applicant had been employed by the Employer rather than by the third party.
- b) Fees payable by the Employer are calculated in accordance with the scale below. All fees are exclusive of V.A.T. or equivalent Sales Tax which may be imposed by H.M. Government from time to time and will be payable at the prevailing rate from time to time in addition to the fees detailed in the under noted Schedule, whether or not the Employer is registered for payment of V.A.T. or not:

Salary	Fee Charged
£ 0,000 - £ 11,499	£ 2,000
£ 11,500 - £ 14,999	17.5%
£ 15,000 - £ 17,499	20%
£ 17,500 - £ 22,499	22.5%
£ 22,500 - £ 24,999	25%
£ 25,000 - £ 29,999	27.5%
£ 30,000 - £ 34,999	30%
£ 35,000 & above	35%

- c) Salary is deemed to include any annual basic salary, bonus, guaranteed commission, any other commission, bonus or allowance, and taxable emoluments. Where a car is included in the package, a value of not less than £3500 is added to the basic salary.
- d) If the Employer shall Engage any member of staff of Czech Match a fee will be charged as set out in this paragraph as though the said employee was an Applicant duly engaged by the Employer.
- e) The Employer shall pay the fee in accordance with paragraph 5 (a), within 7 days of the Applicant commencing employment or within 14 days of the date of the invoice, whichever is earlier.
- f) Czech Match may offer the Employer an opportunity to pay fees in 12 equal monthly instalments. Where this offer is made, the instalments shall be paid by means of Standing Order or Direct Debit from the Employer's bank account to a Czech Match nominated account and will commence 14 days after Czech Match renders its invoice to the Employer. In the event of any single instalment not being paid in full on the due date, the whole outstanding balance will immediately fall due to be paid in accordance with paragraph 5(e) above.
- g) Czech Match shall be entitled to charge interest at the rate of 2% above the base lending rate of The Bank of Scotland in the event of late payment. Interest will be charged before any court judgement, further, the Employer will be liable for any expenses, costs and disbursements involved in recovering monies due.
- h) Czech Match does not recognise any trial periods for Applicants for the purpose of determining "Start Date".
- i) Should the Applicant leave the Employer's service within eight weeks from commencement of employment the client will be entitled to a rebate as follows:
- j) No rebate shall be repayable where the fees have been incurred under paragraphs 5(a) and 5(d).

Period of Employment	Percentage of Credit
Up to 2 weeks	80%
Up to 3 weeks	60%
Up to 4 weeks	45%
Up to 5 weeks	30%
Up to 6 weeks	20%
Up to 7 weeks	10%
Up to 8 weeks	5%

- k) The Employer will not be entitled to any rebate in fees if the Czech Match invoice is not paid in full in accordance with paragraph 5(e).

## **6) Warranties and Disclaimers:**

- a) While Czech Match endeavours to ensure every Applicant is suitable for any Vacancy for which he is considered and introduced to the Employer. Czech Match however does not carry out background checks including Police, Home Office or any other checks beyond those necessary to process any necessary Work Permit or Registration Application (and only then where Czech Match have undertaken to submit or have submitted any such application). It is for the Employer to obtain or verify references, satisfy himself as to the suitability, integrity or capability of qualifications of every Applicant. The Employer must also satisfy himself that all necessary licences including Work Permits and Registrations, travel and immigration documents are in place and wherever necessary instruct and meet the cost of any medical or other examination. Finally it is for the Employer to satisfy himself that any statements or claims made by each Applicant are true and reasonable.
- b) The Employer by acceptance hereof agrees to limit any and all liability for claims, damages or any expenses to be levied against fees claimed against Czech Match to a sum not exceeding £5,000 or to the aggregate amount of the Czech Match's fee, whichever is the lesser, in the event of the Employer having any claim arising from any error, omission or professional negligence on the part of Czech Match or any of its employees or representatives.

## **7) Variation and Termination of Agreement:**

- a) This Agreement may only be varied by agreement of both parties, said variation to be set forth in writing.
- b) Either party may terminate this agreement by serving Notice of Termination upon the other not less than One Month prior to the Date of Termination. Said Notice of Termination must be served by the terminating party sending the notice by first class recorded delivery or registered post mail addressed to the other party's Registered Office as disclosed in this Agreement or any lawfully intimated variation thereof. Delivery of such duly served notice shall be the next working day after posting for which proof shall be exhibited in the event of a dispute between the parties.
- c) Where one party terminates this Agreement for whatever reason, the whole terms and conditions of this Agreement shall continue in full force and effect as if termination had not occurred. In particular both parties shall continue to honour and fulfil its obligations to the other party until all assignments or other contracts entered into while this agreement is in force, have been completed and all fees and commissions paid.

## **8) Proper Law:**

This Agreement shall be construed in accordance with the Law of Scotland and both parties agree that any dispute as to the interpretation of any word, phrase or clause hereof shall be referred to an Arbitrator mutually chosen by the parties, which failing appointed by the Sheriff of Grampian, Highland and Islands at Tain, whose decision shall be final and binding upon both parties. The arbitrator shall set forth the procedure and timetable to be followed and both parties agree to be bound by his determination, both as to subject matter and the expenses of arbitration as though it was an interlocutor of the said Sheriff.

## **9. Confidentiality:**

Where in the performance of its duties Czech Match obtains information about the Employer and the Employer's customers or clients, including but not limited to financial data, client lists, policy statements, marketing information, methods of operation and any other confidential data, Czech Match agrees to maintain all such information in strict confidence and to use the same only for the purposes of the Appointment and the performance of its duties. Any such information obtained by Czech Match in written form from the Employer will be returned to the Employer upon completion of the Appointment or termination of the agreement whichever is the earlier and Czech Match warrants that it will not retain any such information or copies thereof. Czech Match further warrants that it has obtained similar undertakings from its employees and any personnel working for it, and that all personnel are bound by appropriate confidentiality undertakings. The Employer undertakes to observe the same degree of confidentiality in respect of all information, documents, forms, fee structures or other data it receives from Czech Match as a consequence of this agreement or otherwise.

**10) Signatures:**

IN WITNESS WHEREOF, the Parties have signed this Agreement and Schedule A as follows:

For and on behalf of Czech Match at North Cadboll on the .....<sup>th</sup> day of ..... 2004  
in the presence of the under noted witnesses:

Witness Signature..... Signature of Director.....  
Witness Full Name.....  
Witness Address.....  
.....  
.....

For and on behalf of the Employer at ..... on the .....<sup>th</sup> day of ..... 2004  
in the presence of the under noted witnesses:

Witness Signature..... Signature of Director.....  
Witness Full Name.....  
Witness Address.....  
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**SCHEDULE A**

**Methods of Recruitment**

**1) Searching our Database**

As a Consultancy specialising in overseas and minority recruitment, Czech Match has a broad selection of candidates on its database and those accessible by it, who are interested in looking at career opportunities. After it has briefed suitable candidates on a Vacancy, and they have elected to be put forward, Czech Match will carry out basic checks and if appropriate, identify them as Applicants and their CVs are then passed to the Employer.

The strength of this service is that it is FREE until an Applicant is engaged by the Employer. The fee is the appropriate scale % of the starting basic salary package per paragraph 5 and there is a guarantee (details are in the terms of business).

**2) Advertising your Vacancies**

An advertised Vacancy offers an effective alternative to the database search for more difficult to fill vacancies and to find high quality applicants who are not actively looking for new jobs. Czech Match makes the process easy for the Employer, as it organises all administration and production. Once the Employer has agreed to an Appointment, Czech Match will submit a draft-advertising schedule to the Employer, with details of costs to be incurred. Czech Match will prepare media copy for the Employer’s approval and book advertising space.

Czech Match handles all advertising response, selects candidates for the initial shortlist and interview them either in person or by telephone (depending on location) before they are selected to be Applicants and their details are passed on to the Employer. Czech Match will both arrange subsequent interviews and communicate feedback from both Employer and Applicants until a successful Applicant is appointed. Details of the fee structure are stated in paragraph 5 and there is a guarantee (details are in the terms of business).

### **3) Headhunting and Direct Approach**

Headhunting is an ideal method of recruiting very senior people or candidates with specific experience. Again, the process is simple as all administration and research is done for the Employer. Once Czech Match and the Employer have agreed the Appointment, all initial approaches, screening and interview arrangements are made and the greatest care will be taken to minimise time wasting. Details of the fees are stated in paragraph 5 and are structured to ensure a degree of commitment from candidates. There is also a guarantee (details are in the terms of business).

### **Variation of Fee Charging Agreement**

From 3<sup>rd</sup> May 2004 until varied in writing by agreement of Czech Match and the Employer, the fees to be levied in accordance with paragraph 5(b) shall be as follows:

On a Salary of £1 to £9,999 a set fee of £X,XXX plus VAT

On a Salary of £10,000+ a fee on the set rate of XX% of Salary package plus VAT.

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