



ZYGO

**TERMS OF BUSINESS**

# Terms of Business

## Section 1 – Parties and definitions

1.1 The following terms (to the exclusion of any others stipulated by Client) apply to all contracts for the engagement of Candidates (as defined below) introduced directly or indirectly by Zygo People LTD ("the Company") to you ("the Client") (which phrase shall include any associated, holding or subsidiary individual, firm or corporation of the Client) as defined under the Companies Act 1985 or as it may be amended from time to time.

1.2 "Candidate or Candidates" means a work seeker notified by the Company to the Client from time to time.

1.3 "Fee" means the fee payable by the Client to the Company under these terms.

1.4 "Package" means payment made to the Candidate, which shall include gross salary, guaranteed bonuses, car /car allowance (subject to a minimum value of £6,000), one-off payments upon joining, and also weightings and any other taxable emoluments offered to the Candidate.

1.5 The Company operates as an employment agency as defined in the Employment Agencies Act 1973.

## Section 2 – Acceptance of Terms

2.1 Any use by the Client of the Candidate's details, including, but not limited to, the interviewing or the arrangement of an interview (with or without the Company's knowledge), offering of employment, or engagement on a consultancy basis, by the Client to a Candidate constitutes acceptance by the Client of these terms and conditions. If the Client wishes to alter these terms in any way, such alteration must be agreed with a director of the Company in writing before any interview or offer of employment to the Candidate and failing which, any use by the Client of the Candidate's details in any form whatsoever will constitute acceptance of these terms.

2.2 All introductions of a Candidate last for a full twelve months from the later of: the sending of any of the Candidate's information from the Company to the Client, such as the Candidate's CV, resume, job history, full name, LinkedIn page or the arrangement of an interview with the Candidate. As such, the Fee is payable if a Candidate accepts an offer of employment with the Client or if any other relationship in these terms is formed between the Candidate and the Client within this period and whether further interviews are organised by the Company or by any other method, and whether or not the Company is the effective cause of the offer.

## Section 3 – Circumstances in which a Fee is Payable

3.1 The Fee will be payable on the date on which the Candidate commences employment with the Client (including the services described in the terms of clause 6).

3.2 The Fee shall be payable by the Client if the offer of employment or the employment of the Candidate is made directly or indirectly (for example where a Candidate provides services through a limited company) and if the relationship is any commercial relationship, which includes but is not limited to, part-time or full-time and whether under a contract for services, or under an agency, licensee, franchise, commission only, partnership agreement or otherwise. All introductions are confidential and so a contract fee shall also be payable by the Client if any Candidate's details are passed to any third party.

## Section 4 – Calculation of the Fees

4.1 The Fee is calculated as a proportion of the Package, in accordance with the table set out in clause 4.2 below and subject to clauses 4.3 and 4.4.

4.2.1 Notwithstanding clauses 4.3 & 4.4 – the agreed fee is based on the candidate's total package applicable during the first 12 months of engagement detailed in the table below. Fees cannot be varied except by written agreement of the Company. The calculation may be subject to a minimum charge in cases falling within these terms.

Total Package	Fee
£0 - £49,999	20%
£50,000 - £74,999	27.5%
£75,000 +	35%

4.3 If the contract period is for less than twelve months or otherwise not remunerated on an annual basis, the Fee is calculated as percentage of the grossed up annual equivalent value of the total financial benefits referred to in clause 4.2 to the Candidate according to the same scale of percentage charges as apply in clause 4.2. For example - a three months fixed or probationary contract paying the candidate £2,500 in total would result in a fee of 25% of £10,000 i.e. £2,500.

4.4 All sums referred to in these Terms are exclusive of VAT where applicable.

## Section 5 – Payment Terms

5.1 All payment requests for the Fees are due for payment within 14 days of its date and any alteration to our standard terms and conditions is made on the condition that the Fee is settled within 14 days of the payment request date. If payment is not settled within 14 days of such payment request, then without prejudice to its right to recover that payment from the Client:

- (a) any concessions made by the Company become null and void and the agreement between the Company and the Client will revert to standard fees and all other terms and conditions.
- (b) the Company is under no obligation to provide the replacement employee facility referred to in Section 7.1.

5.2 The Company reserves the right at any time to withdraw any credit terms granted and charge interest on accounts which remain unpaid 14 days after the payment request date at the rate of 3% above the Bank of England minimum lending rate, and such accounts will be passed to a debt recovery agency or solicitor, and all costs incurred will be recoverable from the Client.

## Section 6 – Other recruitment services where a fee is payable

6.1 In addition to the provisions of clause 3, the Client will also be responsible for the payment of the Fee under these terms in the event of the Candidate entering into a commercial relationship, commission-only role or non-executive directorships or any other situation where the Candidate provides services to the Client (or with an associated, holding or subsidiary individual, firm or corporation of the Client), directly or through any company or business rather than as an employee of the Client.

6.2 The Fee in respect of the introduction of a Candidate as described in clause 6.1 will be the Fee calculated by reference to clauses 3 and 4 but subject to a minimum fee of £5,000.

6.3 Where the Client enters into a commercial relationship with an employee of the Company by which the employee has been an employee, but then ceases to be an employee of the Company, the Client will be charged the Fee as if the Company introduced that employee as a Candidate to the Client. The Fee will be calculated by reference to clauses 3 and 4 but subject to a minimum fee of £15,000.

6.4 The introductions referred to in this sections 6.1 to 6.3 will not have the benefit of the "replacement employee" facility mentioned below (clause 7) but otherwise all references to employee or employment in these terms are to be read as referring to and applying to the situations referred to in this section 6.

## **Section 7 – Employee Replacement**

7.1 Subject to the Client's paying Zygo People's invoice(s) within 14 days of the Candidate's signed acceptance, Zygo People offers the Client the guarantee in Clause 7.2.

7.2 In the event that a Candidate employed by the Client leaves the Client's employment within the set table below of commencing that employment for any reason other than those reasons set out in Clause.

<b>Termination timescale</b>	<b>% of fee to be refunded</b>
0 – 2 weeks	100%
2 – 4 weeks	75%
4 – 6 weeks	50%
6 – 8 weeks	25%
8 weeks +	0%

7.3 below (the "Candidate Departure"), Zygo People will use its reasonable efforts for a period of 3 months following the Candidate Departure to locate and provide a replacement employee for that vacated position (only) with the Client at no additional fee (the "Guarantee"). Notwithstanding Zygo People reasonable efforts to provide a replacement Candidate under the Guarantee, the Client will nevertheless remain liable for payment of the original Fees in the event that Zygo People is unable to provide a replacement for the vacant position.

7.3 Notwithstanding Clause 7.2, Zygo People shall not incur the obligations under Clause 7.2 above if the Candidate's employment is terminated by the Client due to work shortage, redundancy, or employer relocation occurring within 6 weeks of the start of the Candidate's employment with the Client.

## **Section 8 – Search and Selection**

8.1 – All other terms in this agreement are to be read as referring to and applying to the situations referred to in this Section 8.

8.2 Search and selection is when the Company is exclusively engaged to locate one or more Candidates to fulfil a particular role or roles for the Client, the Company doing so by what means it considers appropriate, but which will usually involve the direct approach to potential Candidates and

advertising in such media as are agreed between the Company and the Client or if no agreement then such media as the Company considers appropriate.

8.3 The fee for search and selection is calculated as a percentage of the Package offered to the Candidate in accordance with the table set out in clause 4.2 above.

8.4 The fee is payable in the following ways unless an alternative payment schedule is agreed in writing between the Company and the Client prior to the work of the Company commencing.

- One third of the anticipated fee is chargeable and payable on the Client giving instruction to the Company to act on their behalf
- One third of the anticipated fee is chargeable and payable on the Company providing the Client with a shortlist of Candidates for interview
- The balance of the fee is chargeable and payable on the date on which the Candidate accepts the offer of employment or the offer of any other relationship in these terms with the Client (including but not limited to the services described in the terms of clause 6)

8.5 No payments are refundable in the event of no offer or no appointment being made.

8.6 If the Client withdraws or cancels the instruction to the Company to proceed with a search and selection assignment, or materially alters its instructions submitted to the Company once the campaign has started or completes the assignment by means other than by the exclusive retained services of the Company and accordingly the campaign project is not concluded, then a fee (termination fee) equivalent to 50% of the outstanding balance of the fee will be payable.

8.7 If the Client suspends a campaign project for 14 days, the client shall be obliged to pay a fee to the Company (Holding Fee), such fee to be calculated on the same basis as the Termination Fee described in clause 8.5. If the campaign is subsequently resumed within a period of 14 days, then the Holding Fee will be deducted from the final balance payment to be made by the Client to the Company.

8.8 If an offer has been made by the Client to a Candidate introduced by the Company within 12 weeks of the Company's provision of a Candidate shortlist, and the Client thereafter ceases to meet with further Candidates introduced during the search and selection assignment, then the Company shall be entitled to deem that the Client has put the campaign on hold and require the Client to pay the Holding Fee.

8.9 Where no specific assignment fee has been agreed other than a proportion of the Package, then the termination fee shall be based upon the estimated package agreed at the outset of the assignment in the Authorisation to Proceed document.

## **Section 9 - General**

9.1 The Company does not take up references on Candidates, unless specifically instructed to do so and the Client is advised and recommended to do so before making an offer of employment.

9.2 The Client shall not make any approach to the Candidate's present or prior employers without the Candidate's prior written consent.

9.3 The Company accepts no responsibility for any loss or damage sustained by the Client or any third party arising directly or indirectly from (a) any act of omission of Candidate in pursuing their employment duties, or in not commencing them on the start date, or discontinuing them thereafter or otherwise; (b) false information provided to the Client by the Candidate directly or through the



Company; (c) unsuccessful work permit applications or other pre-qualification conditions agreed between the Candidate and the Client.

9.4 This is the entire contract between the parties, and any variation or addition to it shall be in writing and signed by both parties.

9.5 We would draw to your attention that for the purposes of training, security and legal matters all calls are recorded and are legally admissible.

9.6 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

9.7 No agreed termination of this agreement shall be effective unless it is in writing.

9.8 No termination shall negate previous introductions

9.9 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

9.10 No failure or delay by the Company to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

9.11 All amounts due under this agreement shall be paid in full without any deduction or withholding other than as required by law.

9.12 The Company shall have no liability to the Client under this agreement if it is prevented from or delayed in performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

9.13 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

9.14 Should there be a breach of confidentiality by the Client relating to the Candidates interview or availability for new employment, the Client accepts liability for damages to the Candidate

**Please confirm your acceptance of the above Terms and Conditions by e-mail or signing and returning the slip below. However, continuation of the process as defined in section 2.1, 2.2, and/or by offering employment to the Candidate will be treated as acceptance of these terms and conditions in full.**

Name:

Title:

Date:

Signature .....