



Terms of Business

Effective from 1st January 2010

These Terms of Business are between Jersey Recruitment Agency (hereinafter called “JR”) and the employer (hereinafter called the “Client”) and are deemed to be accepted by the Client when confirming a vacancy with JR or by virtue of a referral, interview or the engagement of an applicant introduced by JR.

Recruitment - Introduction Fees

Introductions of Applicants are confidential. An introduction fee calculated in accordance with the “Introduction Fees per Candidate” as detailed below will be charged in relation to any applicant engaged by the Client within 3 months of the referral or as a consequence of or resulting from an introduction by or through JR, even though the introduction may be made indirectly.

Should the applicant be deemed not suitable for the registered position but suitable for any alternative position known to the Client then a full introduction fee will be payable by the Client if an engagement is made for the alternative position.

The passing of an introduction to another employer, which results in an engagement, renders the Client liable to payment of the JR introduction fee as set out in “Introduction Fees per Candidate” as detailed below.

Total salary is calculated as the gross weekly or monthly salary paid to an employee on an annual basis prior to any deductions made for Social Security, ITIS, accommodation/food offset etc. Introduction fees, including minimum fees per candidate, will be charged as detailed in the table below based on the salary confirmed or declared on the Job Specification Form. JR will not undertake any assignment unless it receives from a Client or a nominated representative of the Client a signed copy of these Terms of Business or written confirmation of acceptance of the Terms of Business.

Where a candidate is employed on a seasonal or on a short-term basis, the annual salary will be pro-rated against the period of employment e.g. if a candidate is employed for 5 months, an introduction fee of 5/12ths of the equivalent annual salary will be invoiced. If the same candidate’s period of seasonal employment is extended beyond that confirmed by the client or nominated representative of the Client, JR reserves the right to charge a further pro-rated introduction fee for the new or extended period of employment.

If the Client subsequently engages or re-engages the Applicant within a period of 3 calendar months from the date of termination of the engagement or withdrawal of the offer, a full fee calculated in accordance with introduction fees per candidate becomes payable. If, after the offer of engagement has been accepted by the applicant, the Client decides for any reason not to proceed with the appointment it shall be liable to pay JR the minimum introduction fee indicated on the Introduction Fees table detailed below.

Introduction Fees per Candidate (Temp fees available on request)

JHA Members Fees	Total Gross Annual Salary	Non Members Fees
£250 (minimum fee)	Up to £9,999	£350 (minimum fee)
3%	£10,000 to £14,999	5%
5%	£15,000 to £19,999	7.5%
7.5%	£20,000 to £24,999	10%
10%	£25,000 and over	12.5%
£250	Students Placement Fee	£350

Casual Staff

Fees ranging from £15 to £20 per person per shift will apply for casual staff up to a maximum of 5 shifts. Where in excess of 7 shifts are worked we will, as an incentive to our clients, only charge our members £100 and £150 fee will apply to non-members. If a casual member of staff provided by JR becomes a seasonal or full time member of staff, JR's standard introduction fees will apply.

If a casual member of staff provided by JR worked for the Client for more than 6 weeks from the start of the first assignment, JR reserves the right to charge the Client a further fee based on the "Introduction Fees per Candidate" or by arrangement, depending on the type of contract offered to the applicant by the Client. The Client must confirm that a zero hours contract applies when confirming a vacancy to JR, otherwise JR reserves the right to introduce a fixed fee based on the salary confirmed or declared on the Job Specification Form.

Discounts

A discount is negotiable in advance of high annual expenditure through a rebate after the year end.

External Agencies

Extra costs may be charged for staff recruited using other or third party agencies. These costs will be confirmed in advance to the Client and will be no more than the selected agency's general recruitment fees.

Payment of Invoices

An invoice will be forwarded by JR within 14 days of the engagement of the applicant's employment commencement date and upon receipt of the signed and completed Job Offer Form. All accounts and charges are payable within 30 days from receipt of the invoice and payment should be made to Jersey Hospitality Association Ltd. JR reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 3% per annum from the due date until the date of payment.

Refunds

If a candidate's employment is terminated within the period specified below, JR will give a free replacement or a refund according to the refund table provided that the Client has informed JR **in writing within seven days** of the termination of employment.

Refunds

Weeks	General Recruitment %
0-3	Free replacement or refund
3-4	75%
4-6	50%
6-8	25%

Name _____

Position _____

Company _____ Date ____/____/____

I hereby agree that I have read, understood and will abide by JR's Terms of Business.

Signature of acceptance
