

# Arguile<sup>+</sup>

---

**Arguile  
Permanent  
Terms**

## Terms of Business

### 1) **General**

- 1.1 The terms set out below are the terms and conditions of business ("the Terms") which will apply to any contract between Arguile Search Ltd ("the Company") and an employer client of the Company ("the Client") for the introduction of permanent staff to the Client by the Company. Unless expressly agreed in writing no alteration of these terms will apply.
- 1.2 Where the Client has not otherwise expressly or impliedly accepted these terms, they are deemed to have accepted them by virtue of interviewing or meeting an Applicant or Engaged an Applicant as an Employee or agent either on a permanent, Temporary Worker or any other basis.

### 2) **Definitions**

In the terms the following words have the following meanings:

"Applicant" means any individual whom the Company recommends or introduces to the Client as a potential Employee, worker or agent.

"Employee" means an individual who has entered into or works under a contract of employment.

"Engagement" "Engaging" or "Engaged" as appropriate means the employment or use of the Applicant by the Client whether under a contract of service or not, including (Where the Applicant is retained by the Client in a personal or corporate capacity) as an agent, distributor or in any other capacity.

"Introduction Fee" means the fee payable by the Client to the Company for the services performed.

"Starting Salary" means the annual basic starting remuneration or drawings which the Client pays or intends to pay the Applicant, whether called salary, wage, retainer or any other term.

"Temporary Worker" means an Applicant whom the Client engages on a temporary basis for a fixed period of time of less than one year.

### 3) **Fees**

- 3.1 An Introduction Fee is payable by the Client to the Company in the event that an Applicant is Engaged by the Client.
- 3.2 An initial payment of £2,000 (the "Initial Payment") of the Introduction Fee is payable 30 days from commencement of the search services by the Company and will be invoiced accordingly.
- 3.3 The remaining balance of the Introduction Fee is payable 30 days from the commencement of employment by the Applicant with the Client or the due date on the resulting invoice if later.
- 3.4 Any Introduction Fee will be calculated as a proportion of the Starting Salary, in accordance with the scale detailed in the Fees section on the final page of these terms.
- 3.5 If the Company does not fill the role in the timescales agreed in writing, the Company will repay the Client the Initial Payment.
- 3.6 The Company will retain the Initial Payment if the Client cancels the search, or substantially changes the brief, or fills the role internally or fills the role through another provider.
- 3.7 Where the Applicant is to be Engaged on a fixed term contract of less than 12 months, the Starting Salary will be the appropriate pro-rata amount (i.e. annual salary multiplied by no of months contracted/12) of the annual

#### **Starting Salary.**

- 3.8 Where the Applicant is to be Engaged on less than full time basis, the Starting Salary will be calculated on the basis of what the full time equivalent Starting Salary would be (i.e. salary multiplied by 5/no of days per week to be worked)
- 3.9 If the Starting Salary has not been communicated by the Client to the Company then the Introduction Fee will be calculated based upon an assumed annual salary by the Company based on a realistic market value and attraction salary for the role in question and the specific Applicant engaged by the Client.
- 3.10 The Introduction Fee will be subjected to the addition of Value Added Tax.
- 3.11 The minimum Introduction Fee is £8K + VAT

**4) Subsequent engagements by associates**

If the Client or any representative of the Client introduces or refers the Applicant to any other person, firm or corporation ("the Associate") within twelve months of the initial introduction by the Company, and this subsequently results in the Applicant being engaged by the Associate, then an Introduction Fee is payable by the Client as though the Client had himself engaged the Applicant.

**5) Candidate ownership and subsequent engagement by the Client**

When an Applicant has been introduced to the Client by the Company, then the Company is deemed to 'own' that Applicant as a candidate for up to six months after the final contact the Client has with the Candidate. If the Client contacts the Applicant, either directly or via an intermediary, during this six month period, then an Introduction Fee is payable by the Client as though the Company had once more introduced the Applicant if engaged.

**6) Engagement of Temporary Workers**

If a Temporary Worker is engaged by the Client, and is subsequently engaged by the Client or any subsidiary or associated undertaking within six months of the cessation of the initial engagement then a further Introduction Fee will become payable by the Client.

**7) Engagement of Company employees**

If an Employee of the Company (or an individual who has been an Employee within the last six months) is engaged by the Client then a fee equating to 12 months of the Employee salary paid by the Company will become payable by the Client to the Company. Both parties recognise and acknowledge that such fee is a genuine pre-estimate of the loss suffered by the Company.

**8) Suitability of Applicants**

8.1 The Company endeavours to ensure the suitability of Applicants introduced to the Client, but it cannot give any warranty as to the Applicant's suitability. The Client must satisfy themselves as to the suitability of the Applicant and is solely responsible for ensuring that the Applicant has such qualifications or rights as may be required by law to enable the Applicant to perform the role and be an Employee or Temporary Worker.

8.2 The Company can accept no liability of any kind for any loss or damage to property or any other loss (including without limitation any loss of profits, loss of revenue or loss of business) arising directly or indirectly from any act or omission of any Applicant introduced by the Company, even if such act or omission is negligent, fraudulent or dishonest.

**9) Interest on overdue payments**

If the Introduction Fee remains unpaid or not fully paid on the due date for payment under clause 3.1, the Company reserves the right to invoice a late payment fee of up to and including a further 2% of the full Introductory Fee per 7 day period or part thereof in respect of which the Introduction Fee remains not fully paid. If an invoice is paid more than 7 days late the repayment mechanisms referenced in clause 3 are null and void.

**10) Client's bankruptcy or default**

If the Client fails to honour any of their obligations to the Company under these terms, or they breach them in anyway, or the Client offers to make an arrangement with his creditors or commits any act of bankruptcy or if any petition in bankruptcy is presented to the Client, or (being a limited company) any resolution or petition to wind up the Client's business (other than for the purposes of bona fide amalgamation or reconstruction) is passed or presented, the Company will have the immediate right to cancel any contract it currently has with the Client, without prejudice to any claim or right the Company might otherwise have.

**11) Interpretation and Validity**

The construction, validity and performance of these Terms will be governed only by English Law and the English Courts will have exclusive jurisdiction. The interpretation of any clause or sub-clause will not in any way be limited or restricted by reference to or interference from any other clause or sub-clause. If for any reason one clause or sub-clause is unenforceable according to its terms, then the others will remain in full force and effect. Headings are for ease of reference only, and do not form part of the Terms.

**Commercial Terms**

Introduction Fees are calculated at 25% of the Starting Salary of the Engaged Applicant plus VAT.

The appointment of the Company for each search brief is done on an exclusive basis for the timescales agreed in writing.

Agreed by	Arguile Search Limited - Company	Agreed by	[Company Name] - Client
Signature		Signature	
Name		Name	
Position		Position	
Date		Date	