

Placement Contingency UK

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Terms & Conditions of Business

1. Definitions

“Trojan” shall mean Trojan Management Search Limited and its associated companies.

“Employer” shall mean the organisation or its associated companies to whom Trojan introduces a Candidate or Candidates for potential employment (whether by that organisation or others).

“Candidate” is any individual, group of individuals or organisation introduced by Trojan to the Employer for their future employment (permanent or temporary; direct or indirect) or by employment by a third party. This includes any joint form of working or collaboration of any kind.

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2. Acceptance

An Interview/Engagement of a Candidate will be deemed acceptance of these Terms & Conditions of Business by the Employer and an agreement to pay Trojan's fee (in the absence of a formal acceptance by the Employer).

3. Fees

Fee payable to Trojan by the Employer is: 25.0% of each Candidate's Annual Remuneration

The invoice will be issued on the starting date of each Candidate and is payable within 15 days thereafter. Value Added Tax or any other like tax will be added to the invoice at the rate ruling at the date of invoice.

4. Guarantee

On the termination of employment of a Candidate by the Employer the following refund of our fee will be made:

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|--|-----|
| ○ Up to four weeks from date of commencement of employment | 50% |
| ○ From five to eight weeks | 25% |
| ○ From nine to twelve weeks | 10% |

All based on the following conditions:

- That the Employer notifies Trojan in writing of the termination of employment within seven days of it occurring.
- Absence caused by the sickness of the Candidate will be deemed to have been worked for the purpose of the refund.

No refund will be made where the invoice has not been within the 15 day payment period.

5. Temporary to permanent employment

Should a Candidate change from temporary employment to permanent employment within one year of the commencement of employment with the Employer then the Employer will notify Trojan immediately in writing. Trojan's fee will then apply to the permanent Remuneration Package, if greater than the temporary Remuneration Package, and the balance will be invoiced forthwith for payment within 30 days of issue.

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6. Annual Remuneration

Shall be deemed to include basic salary, weighting, car allowance (assumed to 10% of salary if not stated), local cost of living allowance & guaranteed bonus or initial joining payment but excludes commission or unfixed annual bonus.

7. Candidate status

The Employer is responsible for taking up references & confirming each Candidate's qualifications, capabilities, integrity, background, medical history, compliance with the job demands/ specification, work eligibility and obtaining work permits/visas, medical examinations & the like.

8. Warrantees etc

Except as provided in Law, no warranty of any kind is made or liability accepted by Trojan for any failure or inappropriate action or inaction, negligence, dishonesty, misconduct or lack of skill of any Candidate.

9. Third parties

If, within eighteen months of Trojan initially introducing a Candidate to the Employer, the Employer introduces that Candidate to a third party then the Employer will pay the fee in full to Trojan (invoice payable within 7 days of issue).

10. Late payment

Trojan reserves the right to charge interest on any invoice not paid in full within the due payment period. Interest will be charged at a flat rate of 2.0% per calendar month, or part thereof.

In the event of any invoice not being settled within the payment period any agreed variance to these Terms & Conditions of Business will be waived, at Trojan's discretion, and these Terms & Conditions of Business will apply.

11. Candidate appointment confirmation

The Employer shall inform Trojan immediately upon any Candidate being offered a contract of employment. The Employer will provide Trojan with a copy of the contract of employment at the same time as it is issued to each Candidate.

12. Law

These Terms & Conditions of Business shall be construed in accordance with the Laws of England and Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts.

13. Company Registration

Trojan is registered in England (number 3387444).

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