



CONSTRUCTION SERVICES

London Recruitment Services Ltd T/A CPN  
Construction Services

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# TERMS AND CONDITIONS OF BUSINESS

## Recruitment of Permanent Staff

1. These Terms and Conditions of Business ("Terms") are between CPN CONSTRUCTION SERVICES ("acting as agency") and the Employer Client ("the Client") to whom CPN CONSTRUCTION SERVICES shall provide the Services. These Terms represent the entire agreement between the parties, (to the exclusion of any other terms contained or referred to in any order, letter, form of agreement or other communication) and shall be deemed to be accepted by the Client by virtue of an interview or the engagement of an applicant ("the Applicant") (which includes employment or use, whether under contract of services or for services, or under services, licensee, franchise or partnership agreement) introduced by CPN CONSTRUCTION SERVICES. No variation can be made to these terms without the written consent of a Senior Manager of CPN CONSTRUCTION SERVICES.

## General Obligations

2. Upon receipt of instructions from the Client, CPN CONSTRUCTION SERVICES shall introduce an Applicant to the Client ("the Services").

3. CPN CONSTRUCTION SERVICES shall use reasonable endeavours to ensure the suitability of the Applicant to meet the Client's stated requirements. The Client shall, notwithstanding, satisfy himself as to the suitability of the Applicant, including the checking of references provided either by the Applicant or CPN CONSTRUCTION SERVICES, before engaging such Applicant. The Client shall be responsible for obtaining work or other permits, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant and shall ensure that the Applicant possesses any medical and other requirements or qualification required by law.

4. CPN CONSTRUCTION SERVICES shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the provision of the Services by CPN CONSTRUCTION SERVICES, save to the extent that CPN CONSTRUCTION SERVICES has been negligent.

## Fees and Payment Terms

5. The Client shall notify CPN CONSTRUCTION SERVICES immediately an offer of employment is accepted by the Applicant, and confirm the date the Applicant will commence work ("the Start Date"). CPN CONSTRUCTION SERVICES shall then render an invoice for the Services ("the Fees") and any other expenses. The Client shall pay the invoice within 7 days of the date of the invoice. The Fees will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through CPN CONSTRUCTION SERVICES, even though the introduction may be made indirectly. The term Applicant may include a member of CPN CONSTRUCTION SERVICES'S own staff.

6. The Fees shall be calculated by reference to the gross taxable remuneration and emoluments ("Remuneration") which the Applicant is entitled to earn for services rendered to or on behalf of the Client during the period of 12 months from the Start Date, in accordance with the scale of Fees below. VAT at the standard rate will be charged in addition to the Fees.

Remuneration	Fee
Up to £15,000	15%
£15,001 to £20,000	17.5%
£20,001 to £25,000	20%
£25,001 to £30,000	22%
Over £30,000	25%

Refund Period	
1 - 2 weeks	80%
2 - 4 weeks	60%
4 - 6 weeks	40%
6 - 8 weeks	20%
8 - 10 weeks	10%

7. Time of payment shall be of the essence and if any payment is overdue CPN CONSTRUCTION SERVICES shall be entitled to:

- (a) Cancel the Clients rebate entitlement detailed in Clause 8 and/or
- (b) Charge interest on any overdue payments at the rate of 3% above the base rate from time to time of the HSBC and/or
- (c) Charge on an indemnity basis for all collection costs incurred as a result of instructing a solicitor or collection agency to recover the outstanding payment.

8. Should the Applicants employment with the Client be terminated before the expiry date of 10 weeks from the Start Date a rebate of 10% will be allowed against the Fees (save where as a result of the Applicant being made redundant by the Client) for each complete week not actually worked provided the Client notifies CPN CONSTRUCTION SERVICES in writing within 7 days of termination of the employment and has paid CPN CONSTRUCTION SERVICES'S Fees within 7 days of the date of invoice.

## Placement Fees

9. Introductions are confidential. A placement fee calculated in accordance with Clause 6, shall be payable by the Client to CPN CONSTRUCTION SERVICES (with no entitlement to a refund) where:-

- (a) The Client or any subsidiary or associated company of the Client subsequently re-engages the Applicant within the period of 6 calendar months from the date of termination or withdrawal of the offer.
- (b) The introduction is passed to a third party, which results in an engagement of the Applicant.

I/We understand and agree to the above Terms and Conditions

Company/Business Name: .....

Signature: .....

Position: .....

Name (in block capitals): .....