

Contingent Recruitment - Terms and Conditions

1. All and any business undertaken by Prism Executive Recruitment, a trading name of Prism Recruitment Ltd, is transacted subject to these terms and conditions, each of which shall be incorporated or implied in any agreement between Prism and the Client. In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless expressly otherwise agreed by Prism in writing.
2. The arrangement of an interview of any applicant ("Applicant") introduced by Prism whether effected by Prism or directly by the Client shall be deemed to be acceptance of and agreement to these terms and conditions by the Client. Our fees will be charged whether or not the Client knew of the Applicant previously.
3. Fees: a fee ("the Introduction Fee") shall become immediately payable by the Client on the day the Applicant commences employment with the Client. All fees shall be calculated in accordance with Prism's prevailing scale of fees plus VAT ("Our Fees").
4. Fees: our fees are 25% of the employed Applicant's first year's salary, including guaranteed bonuses or commissions, car or car allowance. The value of the car shall be determined with reference to the Client's cash alternative where applicable, or £5,000, whichever is greater.
5. In the event that an Applicant is rejected by the Client or the Applicant rejects an offer of engagement, or the introduction is for any other reason discontinued, if the Applicant is subsequently engaged by the Client in any capacity within twelve months of the date on which the Client first receives that Applicant's C.V. from Prism ("Initial Introduction Date"), the Client shall pay the Introduction Fee to Prism in accordance with Condition 3 above.
6. An Applicant's C.V. is provided in strict confidence to the Client only for its information and on the basis that the contents are not disclosed to any other person without Prism's written consent and in particular that the Client does not approach the Applicant's current employer until the Client has Prism's written agreement to do so.
7. If the Client introduces or re-introduces an Applicant to another person, firm or corporation resulting in the engagement of the Applicant by that person, firm or corporation within twelve months of the Initial Introduction Date, the Client shall pay the Introduction fee in accordance with Condition 3 above.
8. In the event that an engagement terminates (whether by expiry of notice or otherwise) within thirteen weeks of the date of commencement of work by the Applicant and provided:
 - I. the Client notifies Prism in writing of the termination of engagement within seven days of such termination; and
 - II. the termination is not due to redundancy; and
 - III. all monies due from the Client have been paid in accordance with Prism's terms and conditions

then Prism will refund fees such that the amount paid by the Client is proportionate to the number of weeks worked of the thirteen weeks.



9. The Client shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) and for arranging all medical examinations and investigations of the Applicant and for obtaining any work and other permits and shall satisfy itself as to the suitability of any Applicant prior to an engagement.
10. Prism shall endeavour to ensure the suitability of an Applicant and to maintain a high standard of service and integrity, but makes no warranty, express or implied, as to such suitability.
11. Prism shall not be liable to the Client for any loss, liability, damage, costs, claims or expense suffered or incurred by the Client arising from or connected with the recruitment or engagement of any Applicant, howsoever arising.
12. All monies due hereunder shall be paid by the Client within fourteen days of the invoice date. Interest will be payable on overdue sums at the rate from time to time applicable to judgement debts in the High Court.
13. Any circumstances allegedly giving cause for complaint about an Applicant or an invoice must be notified to Prism and confirmed in writing as soon as the cause of the alleged complaint arises.
14. In the event that an individual introduced by Prism is employed by the Client on a freelance basis (also "interim", "contract" or "associate") i.e. not as a permanent member of staff, within 12 months of the date of introduction, then a fee of 25% of the daily remuneration paid to said individual will be payable to Prism for each day employed.
15. In the event that an individual introduced by Prism and employed by the Client on a freelance basis subsequently accepts a permanent appointment then a further fee of 25% will be payable calculated as per clause 4 above.
16. The Client will not employ any Prism employee. If the Client employs any employee of Prism within 12 months of the date they last engaged with said employee at Prism for the purposes of recruitment, a fee of 25% of the employee's base salary will be payable to Prism.
17. These terms and conditions shall be governed and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

Definitions

The following definitions will prevail:

"Applicant": any person with whom Prism has had dealings for the purpose of securing them employment.

"Client": any person or entity (including a natural person, corporate or unincorporated body whether or not having separate legal personality) or firm which receives Services from Prism.

"Introduction": the passing on by Prism to a Client of information relating to an Applicant's availability for employment be that verbal or any other communication including but not limited to submission of a CV.

"Services": any activities undertaken by Prism Recruitment Limited trading as Prism Executive Recruitment including but not limited to those of an Employment Agency.

