

Retained Selection Assignments - Terms & Conditions

1. All and any business undertaken by Prism Recruitment Limited ("Prism", trading as Prism Executive Recruitment) is conducted 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. Our Proposal will confirm the nature of the services to be provided to the Client and these terms and conditions shall apply upon the Client's acceptance of the assignment.
3. Fees: our fee structure and services for each assignment will be confirmed in the Proposal. Our standard fees for retained assignments, which may be varied, are based on the following structure: a fee payable on commencement of the assignment, which will retain Prism's services for a period of three months' active candidate sourcing, which is non-refundable under any circumstances; a shortlist fee, also non-refundable, payable upon the presentation to the client of a shortlist which in the reasonable opinion of Prism meets the agreed specification; a completion fee immediately payable on the day an Applicant commences employment with the Client. Fees, as detailed in the Proposal, are payable regardless of whether the Client knew of the Applicant previously. Fees are calculated against the Applicant's first year's salary including guaranteed bonuses/commissions, car or car allowance. The value of a car shall be determined with reference to the Client's cash alternative where applicable, or £5,000, whichever is the greater.
4. If an assignment is cancelled by the Client, or the Client postpones or delays the assignment for a period greater than six weeks or appoints a candidate not introduced by Prism the next stage fee as set out in our Proposal, becomes payable.
5. In addition to the fees in 3 above, expenses as agreed in our Proposal are payable.
6. Payment Terms: All monies due in accordance with our fee structure 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.
7. If Prism provides an advertising service to the Client, the Client will pay the agreed costs incurred by Prism, as detailed in the Proposal. An advertisement may only be cancelled on sufficient notice to enable Prism to withdraw the advertisement. Advertising accounts shall be paid by the Client immediately on receipt of invoice (s).
8. In the event that an Applicant is rejected by the Client or the Applicant rejects an offer of engagement, if the Applicant is subsequently engaged by the Client 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 a fee of 25% of the candidate's first year's salary as defined in 3) above.



9. If the Client introduces or makes aware to another person, firm or corporation, an Applicant's availability resulting in the engagement of the Applicant by that person, firm or corporation within twelve months of the initial introduction the client shall pay a fee of 25% of the candidate's first year's salary as defined in 3) above.
10. In case of multiple appointments from our shortlist, a fee for each additional appointment of 25% of the candidate's first year's salary as defined in 3) above, unless agreed otherwise in our Proposal, is payable.
11. If the Client for any reason alters materially (at the discretion of Prism) its requirements an additional stage payment of not less than the original retainer fee will be payable to reflect the additional work.
12. In the event that an engagement terminates (whether by expiry of notice or otherwise) within three months 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 make every reasonable endeavour to find a replacement, working on an "expenses only" basis (including advertising costs and other out-of-pocket expenses). No refund of our fees will be made.
13. 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.
14. 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.
15. 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 checking and/or obtaining any work and other permits and shall satisfy itself as to the suitability of any Applicant prior to an engagement.
16. Prism shall not be liable to the Client for any loss, damage, costs, claims, expense or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with Prism seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the client or from the failure of Prism to introduce any applicant, howsoever arising.



17. 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.
18. 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.
19. 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 fee of 25% of the first year's salary as defined in 3) above will be payable.
20. 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.
21. 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 with 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 any Client of information relating to an Applicant's availability for employment, be that verbal or in the form of 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.

"Delays": a period of no material recruitment related activity subsequent to the submission of shortlisted CVs including but not limited to CV feedback and candidate interview(s).

