



**Terms and Conditions**

1. All business undertaken by Hodfin is subject to the terms and conditions set out below. In the event of a conflict between these and any other terms and conditions, the former shall prevail unless expressly otherwise agreed by Hodfin in writing.
2. **Definitions:** "Applicant" means a person or limited company introduced by Hodfin to the client for the purpose of a permanent or fixed term position with the Client. "Client" means the person, firm or corporate body, or associated company to which the Applicant is introduced.
3. The arrangement of an interview or engagement by the Client of an Applicant introduced by Hodfin, whether affected by Hodfin or directly by the Client, shall be deemed to be acceptance of these terms and conditions except that where Hodfin is retained by the Client, these terms and conditions shall apply upon acceptance by Hodfin of the Retained Assignment.
4. Any amendment to these Terms and Conditions must be in writing and signed by an authorised representative of Hodfin.
5. Hodfin shall endeavour to ensure the suitability of any Applicant introduced to the Client but makes no warranty, express or implied as to the suitability of any Applicant prior to their engagement. Hodfin will only take up references if expressly requested by the Client. Clients are recommended to take up references before engagement.
6. Hodfin shall not be liable to the client for any loss, liability, damage, costs or expense suffered by the Client arising from the engagement of any Applicant however so arising.
7. **Payment Terms:** All monies due shall be paid by the client within **28 DAYS** of the date of invoice. Failure to settle accounts within 28 days will mean that interest at two percent (2%) per annum above HSBC base rate will be charged on our standard fee rate thereafter.

**Terms and Conditions for the Introduction of Permanent or Contract Staff**

8. When introducing an Applicant for permanent or fixed term employment, Hodfin is operating in the capacity of an employment agency.
9. The Client agrees to provide Hodfin with sufficient information to assess the suitability of the Applicant for the position, including but not limited to: the commencement date, the nature of the business and the position, the type or work required to be carried out, the location at which and the hours during which the Applicant would be required to work, the experience, training and qualifications which the Client considers necessary (or which are required by law or by any professional body) for the Applicant to possess in order to carry out the role, the minimum remuneration, intervals of payment and any other benefits offered, the length of notice either party would be required to give, and any risks to health and safety. The Client is responsible for satisfying itself that the Applicant is suitable for the position.
10. An introduction fee shall become payable by the client on the day the Client and the Applicant enter into a contract to engage the Applicant (which term includes employment or use whether under a contract of service or for services). Introduction fees will be charged whether or not the client knew of the Applicant previously.
11. Fees are charged on the basis of the gross annual remuneration package (including salary and any guaranteed payments). Where a company car is included £5,000 will be added to the salary for the purpose of calculating the fee. In the event of a part time appointment, the fee percentage applied will be based on the equivalent full time gross annual remuneration. VAT will be charged in addition to the fee.

12. <b>Introduction Fees:</b>	Remuneration up to £24,999	20.0%
	£24,999 to £49,999	22.5%
	£50,000 to £74,999	25.0%
	£75,000 +	30.0%

13. **Refund Guarantee:** In order to qualify for the following refund, the Client must pay the Agency's fees within 28 days of the date of invoice and must notify the Agency in writing of the termination of the engagement within 7 days of its termination. The refund shall not apply when a previously engaged contract employee is taken on permanently. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement the fee will be refunded in accordance with the Scale of Refund set out in the Schedule to these Terms of Business. Should the Client or any subsidiary or associated Agency of the Client subsequently engage or re-engage the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 12 above becomes payable, with no entitlement to the refund.
14. **Cancellation Fee:** If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee as indicated on the Scale of Refund set out on the Schedule to these Terms of Business



15. **Retained Assignments:** the total fee (calculated as for Introduction Fees) will be payable in three instalments as follows: a retainer fee (of 10% of gross annual remuneration) due immediately upon commencement of the assignment and not returnable under the circumstances: a shortlist fee (of 10% of gross annual remuneration), nonreturnable, payable upon presentation of a minimum of 3 candidates: a completion fee (total fee based on actual gross remuneration of the Applicants minus the Retainer fee and Shortlist fee (if levied)) payable on the day an Applicant agrees to an engagement with the Client.

16. If Hodfin provides an advertising service (which term includes mail-shots) to the Client, the Client will pay all prior agreed advertising costs incurred by Hodfin, within 7 days of the invoice date. Advertising may only be cancelled on sufficient notice to enable Hodfin to withdraw the advertisement. The Client accepts that any artwork charges incurred may still be charged even if the advertisement is cancelled.

17. **Contract Fees:**

Remuneration up to £24,999	20.0%
£24,999 to £49,999	22.5%
£50,000 to £74,999	25.0%
£75,000 +	30.0%

Contract fees are expressed as a percentage of the first year's gross annual remuneration package. The contract fee due will be equivalent to 'x' / 12ths of the appropriate salary package multiplied by the fee percentage (where 'x' denotes the duration of the contract in months) and will be invoiced in the full at the start of the contract. In the event that the Applicant does not complete the period of the contract no refund is payable.

18. If the Client wishes to extend the agreed initial period of contract then a further fee will be payable, calculated as in Condition 17 as if this was a new separate contract.

19. If the Client wishes to employ the Applicant on a permanent basis, then in addition to the contract fee already paid the Client shall pay an introduction fee in accordance with condition 12. If the Client continues to use the service of the Applicant (whether on a permanent or contract or temporary basis, whether director via a Limited Company or via any third party) within one year after the last contract has been completed, then Hodfin will charge the Client the appropriate contract extension fee or introduction fee in accordance to condition 12.

20. A fee in accordance with condition 12 is payable in the event of any Applicant being engaged by the Client or an associated Company, or in the event of the client or any of its associates using the services of the Applicant within one year from the termination of an assignment or the arrangement of an interview.

21. If the client introduces or re-introduces an Applicant to a third party resulting in the engagement of the Applicant by that third party within one year from the termination of an assignment or the arrangement of an interview an introduction fee shall be payable by the Client in accordance with Condition 12.

22. A fee in accordance with condition 12 will be payable if the Client or an associated Company engages in any capacity any person who at the time of the engagement or 13 weeks prior thereto was employed by Hodfin.

**Schedule: Scale of Refund**

The following scale of refund only applies in the event that the Client complies with the provisions of clause 13 of the Terms of Business.

1. Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 13.
2. There will be no refund where the Applicant leaves during or after the 13th week of Engagement.
3. The above scale of refund does not apply to the fee set out in clause 5 being a minimum fee in the event of the Client cancelling the Engagement after an offer of an Engagement has been made to the Applicant which shall be calculated as follows:-
4. 10% of the Remuneration where the annual Remuneration is £15,000 or less and 15% of the Remuneration where The annual Remuneration is £15,001 or more.

Weeks in which % of The Applicant introduction leaves fee refunded

1 – 2	90%
3 – 4	80%
5 – 6	60%
7 – 8	40%
9 – 10	20%
11 – 12	10%