

Terms of Business

FEES

1. Search

Our fees for this approach are charged at 33% of the first year's salary in three stages: retainer (11%) at the commencement of the assignment, short list (11%) at the presentation of at least three suitable candidates and placement (11%) on the successful placement of one of our candidates. All candidate expenses are charged to the client, although major items would be agreed with the client in advance.

2. Advertised Selection

Fees for this approach are charged at 24% of the first year's salary in three stages: retainer (8%) at the commencement of the assignment, short list (8%) at the presentation of at least three suitable candidates and placement (8%) on the successful placement of one of our candidates. Advertising costs (which would be agreed with the client in advance) and all reasonable candidate expenses are charged to the client.

Fees and costs for Search and Advertised Assignments will be detailed in a separate assignment proposal. All other terms detailed here will apply to assignment work except any other clause excluded or varied in the assignment proposal.

3. Database Search

3.1 Our fees are calculated upon the candidate's commencement of employment as a percentage of the anticipated first year's gross basic remuneration, in accordance with clause 3.2, 3.3 or 3.4.

3.2 24% fee if the vacancy/vacancies are registered with more than one agency.

3.3 20% fee if the vacancy/vacancies are registered with Fashion Personnel exclusively.

3.4 18% fee if the vacancy/vacancies are retained. In this instance, the retainer will range between £500 and £1,000 per vacancy and will be charged to you up front by agreeing and returning this document to us. For the avoidance of doubt, it is not charged in addition to the recruitment fee, it is deducted from the final placement fee. The retainer is not refundable unless we fail to submit two suitably qualified applicants for each vacancy registered.

3.5 For multiple campaigns, volume discounts are available. Please call Mark Flesch, Director, on 020 7432 8803 for an initial discussion or via email at mark.flesch@fashionpersonnel.co.uk.

4. Fixed Term Contracts

4.1 Our fees are calculated at 24% of the anticipated gross basic remuneration for the duration of the fixed term contract. Fees are payable upon receipt of the candidate's written acceptance of the offer of employment.

Fixed term contracts attract no refund facility.

4.2 Should a contract be extended or renewed for any reason, a further fee of 24% of the candidate's anticipated salary will be charged for the duration of the extended period. Fees will be charged, and are payable, at the beginning of any additional period. The maximum fee chargeable in aggregate will be the candidate's first year's salary.

5. Consultancy Arrangements

5.1 For any consultancy arrangement agreed with any of our candidates where no specific starting salary has been specified and where remuneration is based on a commission or other form of payment other than an agreed rate or total remuneration, a fee plus a percentage of the total commission or other form of payment paid in the first year will be agreed in advance in writing.

5.2 The balance of the fee element and the percentage of the total commission or other form of payment paid in the first year is payable upon receipt of the candidate's written acceptance of the offer of employment.

5.3 In the absence of any prior written agreement, a minimum charge of £2,500 will be made for the fee element of any such introduction.

5.4 Where a candidate is offered a zero hours contract, the assumption will be that this is a full time position unless otherwise notified and agreed with us at the commencement of the project. The annual salary will be calculated as the hourly rate for a 40 hour week. The minimum fee would be £2500 unless otherwise agreed.

CONDITIONS

6. Anticipated first year's salary is deemed to be inclusive of the candidate's base salary, any contractual agreement that guarantees an increase in the base salary, a part or whole of any bonus, commission or performance payment or car allowance in the first year. Where a car is included as part of the remuneration package, this will be deemed to represent an additional £5,000 guaranteed remuneration.

7. Payment

7.1 Fees are charged on the appointment of any candidate introduced by us, and are payable in accordance with clauses 1 to 5 respectively.

7.2 All invoices for consultancy fees and expenses are payable within seven days of their invoice date or seven days after the candidate commences employment, whichever is the later.

7.3 Any extension to payment terms must be agreed by Fashion Personnel. If extensions are granted they will be deemed to be immediately withdrawn in the event that the client announces its intention to enter into a company voluntary arrangement or in the event that its credit rating with reputable credit reference agencies is substantially downgraded.

7.4 A fee will be charged if the client employs a current employee of ours. This is charged upon commencement of employment as a flat fee of £15,000. No refund facility is provided when employing a Fashion Personnel employee.

7.5 A fee of 3% of the invoice total is charged for late payment of our fees. This is added to the invoice and is to be deducted by you when paying on or before the due dates. We reserve the right to charge further late payment fees of 3% per month on the cumulative balance outstanding after the due date.

7.6 All invoices are subject to VAT at the prevailing rate.

8. Refund

8.1 In respect of an appointment for full-time or part-time employment, provided the fees have been paid within our normal terms of business, a pro rata refund will be made should the candidate's employment be validly terminated as a result of poor performance or disciplinary matters (excluding redundancy):

Termination of employment within 1 week.....	Full refund
Termination of employment within 2 weeks.....	90% of fee refunded
Termination of employment within 3 weeks.....	80% of fee refunded
Termination of employment within 4 weeks.....	70% of fee refunded
Termination of employment within 5 weeks.....	60% of fee refunded
Termination of employment within 6 weeks.....	50% of fee refunded
Termination of employment within 7 weeks.....	40% of fee refunded
Termination of employment within 8 weeks.....	30% of fee refunded
Termination of employment within 9 weeks.....	20% of fee refunded
Termination of employment within 10 weeks.....	10% of fee refunded

8.2 Refunds will only be given if you notify us in writing of the termination of the candidate's employment within five working days of the date of termination. Any refund would be calculated from the date that the candidate leaves the client's employment.

8.3 No refunds will be provided where a fee discount has been given, unless otherwise stated in writing by us.

8.4 This clause applies to full-time/part-time employment only and does not apply to a fixed term contract, consultancy agreement or a subsequent offer of full-time/part-time employment. It is not our policy to refund or rebate our fees in these instances.

9. Where an offer of employment has been made to the candidate in writing by the client and is subsequently withdrawn after acceptance by the candidate through no fault of the candidate's, the normal recruitment fee will be payable by the client.

10. Where there is an intention to offer a formal contract of employment to a candidate after an initial trial or probationary period or after a fixed term contract or otherwise, it will be deemed that an agreement has been entered into between the candidate and the client for full time/part-time employment. Fees will be charged in accordance with clause 3.

11. If a candidate introduced by us and employed on a fixed term contract, or a consultancy arrangement is subsequently taken into full-time/part-time employment by any company within your Group of Companies, a fee according to clause 3 is payable, less any fees already paid in accordance with clause 4 or 5. No rebate or refund will be given for any fee already charged.

12. **Fashion Personnel will always discuss our client with the candidate and seek permission for details to be forwarded before the submission is made.**

We will submit candidates in good faith to all vacancies registered by a client with Fashion Personnel. Fashion Personnel will assume that the introduction of a candidate is valid unless the client notifies Fashion Personnel within 48 hours of the introduction that the candidate has been submitted by another agency, or has applied directly to the client and is in discussion with the client in relation to this vacancy. We would highlight that the existence of the candidate on an internal database of the client does not invalidate Fashion Personnel's introduction, unless the client is engaged in active discussions at the time the candidate's CV is submitted by Fashion Personnel.

Where a candidate has been submitted and is initially rejected by the client (for reasons other than those stated above), or if the candidate rejects an offer of employment and is subsequently employed by the client in any capacity within a period of up to and including 12 months after the initial introduction date, the client shall be responsible for the full applicable fee resulting from such employment.

Similarly, an approach made by the client to a candidate on social media and networking sites, or through a CV database, which is not reciprocated does not invalidate Fashion Personnel's introduction. Only when a two-way conversation has been engaged in by the client and candidate would this invalidate the introduction.

13. Consultant input into the review process is without charge. However where Fashion Personnel staff are required to travel on behalf of the client, this will be charged at the 2nd class rail fare or 30p per mile whichever is the lesser. All such invoices will be invoiced monthly and full details given.

14. All information supplied by us is strictly confidential and must not be released to any third party without prior written consent.

15. GDPR: We will always seek the candidate's consent to submit their personal details to the client for the sole purpose of facilitating the obligations of each party under these terms and conditions of business. The consent will allow the client to retain these details on their file for the duration of the valid introduction period. At the end of that period, the client must delete the details from their files/data system or arrange for further consent to be obtained by FP from the candidate. By agreeing to the terms of this contract, the client is confirming that they are fully compliant with the GDPR regulations and data protection policies within that country.

16. The responsibility for confirming a candidate's right to work in the UK lies with the client. Fashion Personnel will make reasonable attempts to confirm a candidate's right to work. Should Fashion Personnel become aware that a candidate does not have the right to work in the UK after submission to the client, we will draw this to the attention of the client.

17. We do not take up references on candidates unless specifically requested to do so and we have the candidate's explicit permission. We take no responsibility for the accuracy or otherwise of any references or any other information supplied by the candidates. The final decision as to the suitability of the candidate rests solely with the client.

We accept no liability whatsoever on behalf of ourselves, our servants or agents for any loss of profit or any indirect special or consequential loss arising out of or in connection with any introduction made (except in respect of death or personal injury resulting from our negligence).

18. Any candidate introduced by you to a third party, whether associated or otherwise, resulting in employment of the candidate will result in a full fee being payable by you in accordance with these terms and conditions of business.

19. Making any offer of employment to any candidate introduced by or on behalf of us is deemed to be acceptance of these terms and conditions of business.

20. Fashion Personnel will generate candidates through various methods of attraction including advertising. In accepting these terms and conditions the client consents for us to advertise this vacancy both on and off line, subject to any confidentiality requirements set out by the client when instructing us to recruit. Any print media advertising that includes the client's own branding will be submitted to the client for approval before going to press. The client's own logo can be used for online advertising on the Fashion Personnel website and other commercial job boards unless we have been specifically instructed not to do so. Fashion Personnel undertakes to ensure that all such advertising will meet professional standards and operate within the law.

21. These terms and conditions of business constitute the entire agreement and understanding of the parties and supersede all prior terms and conditions, agreements, understandings and arrangements with respect thereto and may not be modified except by an instrument in writing signed by the parties or their authorised representative. **Only a director of Fashion Personnel is authorised to sign on behalf of Fashion Personnel.**

22. If any provision or term of these terms and conditions of business or any part thereof shall become or be declared illegal, invalid, or unenforceable for any reason whatsoever including but without limitation by reasons of the provisions of any legislation or other provisions having the force of law by reason of any decision of any Court or any body or authority having jurisdiction over the parties or this agreement including the EU Commission and the European Courts of Justice, such terms and provisions shall be divisible from these terms and conditions of business and shall be deemed to be deleted from these terms and conditions of business in the jurisdiction required. If any such deletion substantially affects or alters the commercial basis of these terms and conditions of business, each party shall negotiate in good faith to amend and modify these terms and conditions of business as may be necessary or desirable in the circumstances.

23. These terms and conditions of business shall be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

Effective from: 19 November 2018