

Terms of Business for Ribbons & Reeves – Permanent Recruitment Services (version 1.0)

This agreement is made between Ribbons & Reeves, an employment agency and All Clients without separately agreed terms (hereinafter to be called 'The Client'),

1. Ribbons & Reeves will introduce Candidates to the Client for appointment by the Client. Once an appointment takes place Ribbons & Reeves fees as set out in paragraph 15 becomes payable.
2. With the introduction of a candidate, the terms of this Agreement are deemed to have been accepted by the Client.
3. These terms shall constitute the only contract between Ribbons & Reeves and the Client and can only be varied by the written Agreement of both Ribbons & Reeves and the Client.
4. Any amendments to these Terms of Business can only be approved by one of the Directors of Ribbons & Reeves and any amendment must be confirmed in writing by one of them in-order to be valid.
5. An introduction is deemed to have taken place by the provision of any information about a candidate prior to the introduction. Following an introduction if the Client is already communicating with the Candidate in relation to possible appointment then the Client must inform Ribbons & Reeves immediately. If the Client continue to use Ribbons & Reeves to provide services regarding this candidate and the Client appoints the candidate, a fee in accordance with paragraph 15 will become due. If it is unclear or ambiguous as to how the Client learned about the candidate for the first time, the Client will be responsible for providing evidentiary documentation on Ribbons & Reeves' demand.
6. To enable Ribbons & Reeves to introduce suitable Candidates, the Client must provide Ribbons & Reeves with all relevant information on its vacancies including the anticipated start date, the position and type of work required, the experience, training and qualifications necessary for the position, the anticipated salary and benefits package, employee/employer notice period requirements and any known risks to health and safety.
7. Information relating to any Candidate is supplied on a strictly confidential basis and may only be used by the Client in connection with this Agreement.
8. An appointment takes place once the Client offers engagement, whether on a temporary or permanent basis, to the candidate and the candidate accepts such employment and regardless if an appointment is conditional to the successful completion of probationary period. Should an appointment take place then a fee as set out in paragraph 15 shall be payable.
9. Should the Client fail to advise Ribbons & Reeves of the appointment within 14 days of the start date, a fee becomes payable of 40% of the anticipated first year's remuneration of the Candidate or £15,000, whichever is the greater.
10. If an appointment of a Candidate is made by the Client within 12 months of the initial introduction or any subsequent reintroduction by Ribbons & Reeves, then the fee as set out in paragraph 15 shall become payable to Ribbons & Reeves. If the Client appoints any candidate that they have discussed with Ribbons & Reeves, in anyway, in the 12 months prior to the appointment but they feel no fee is payable then the Client should contact Ribbons & Reeves to inform them of the appointment so as to avoid any future dispute arising.
11. Information relating to candidates is strictly confidential. If an appointment takes place by a third party as a direct result of the Client having given information relating to the Candidate to the third party the Client shall be liable to pay a fee of 40% of the anticipated first year's remuneration of the Candidate or a fee of £15,000 whichever is greater. A third party includes but is not restricted to any associated company, school, college, subsidiary or other company with which the Client is connected.
12. The Client is obliged to advise Ribbons & Reeves of the total remuneration offered to the candidate immediately an offer of employment has been made by the Client to the candidate.
13. Should an offer concluding a main contract be retracted prior to the candidate joining the Client, then the Client shall be liable for an administration fee of £1,000 whether or not the candidate was known previously by the Client.
14. Ribbons & Reeves' fees become payable on the start date of a candidate appointment. The fee is calculated as percentage of the anticipated first year's total remuneration of a Candidate which means a Candidate's taxable gross remuneration including, but not limited to all guaranteed income, bonuses, shift allowance, car allowance, relocation allowance, commission, share buyouts and weighting allowance. If candidates are appointed for less than a year any remuneration will be annualized for the calculation of the fee. The Client shall provide Ribbons & Reeves a full statement of the total remuneration to be received by a Candidate.
15. Ribbons & Reeves fees are 25% of first year's annual salary. VAT is to be charged in addition to this fee where applicable.
16. An invoice is payable within 15 days of its date of issue and the Client agrees to supply Ribbons & Reeves with any required Purchase Order in advance of the start date.
17. Compensation payments and statutory interest will be due from the Client to Ribbons & Reeves on the sum due (calculated monthly) in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
18. If Ribbons & Reeves incurs any legal or non-legal costs as a result of non-or late payment of invoice, the Client will become liable to pay such costs.
19. If the appointment of a Candidate is terminated within 12 weeks of the commencement of his/her employment with the Client a rebate will be paid by Ribbons & Reeves to the Client at the rate of 8 ½ % of the fee charged by Ribbons & Reeves for each full week the Candidate did not work during the 12 week period, subject to paragraph 20 set out below.
20. No rebate shall be payable if:
 - i. an appointment is rescinded for no good reason;
 - ii. Ribbons & Reeves is not notified in writing with 14 days of the termination of the appointment together with the reason(s) for it;
 - iii. the fee is not paid to Ribbons & Reeves within the period set out in paragraph 16;
 - iv. the cause of the termination has no bearing on the Candidate's qualifications, capability or conduct;
 - v. the candidate is made redundant
21. Ribbons & Reeves does not personally obtain references pertaining to a candidate, unless requested. Ribbons & Reeves takes no responsibility for any loss, damage or delay caused by the candidate. The Client is responsible for ensuring the suitability and capability of the candidate for employment and for taking references to verify skills, qualifications, integrity, the necessity of any work permits and the satisfaction of any medical requirements.
22. This Agreement shall be constructed in accordance with English law and the parties agree to submit to jurisdiction of the English courts.