



Laboremus Limited T/A Bloomfield Associates  
Registered Office: 50 Crowndale Road, London NW1 1TP

## **TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT**

### **1 DEFINITIONS**

In these terms of Business the following definitions apply:

- “Applicant” means the person introduced by Bloomfield Associates to the Client for an engagement including any members of Bloomfield Associates’ own staff.
- “Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced;
- “Engagement” means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licensee, franchise or partnership agreement; or any other engagement;
- “Introduction” means: the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to Bloomfield Associates to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;
- “Remuneration” includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the employer, a notional amount of 10% will be added to the salary in order to calculate Bloomfield Associates fee.

References to the singular include the plural and references to the masculine include the feminine and vice versa where the context requires it.

The heading contained in these Terms are for convenience only and do not affect their interpretation.

## **2 THE CONTRACT**

- 2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.
- 2.2 Unless otherwise agreed in writing by a director of Bloomfield Associates, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of Bloomfield Associates

## **3 NOTIFICATION AND FEES**

- 3.1 The Client agrees:
  - a) to notify Bloomfield Associates immediately of any offer of an Engagement which it makes to the Applicant;
  - b) to notify Bloomfield Associates immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Bloomfield Associates; and
  - c) to pay Bloomfield Associates' fee within 14 days of the date of invoice.
- 3.2 No fee is incurred by the Client until the Applicant commences the Engagement when Bloomfield Associates will render an invoice to the Client for its fees.
- 3.3 Bloomfield Associates reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of The Bank of England from the due date until the date of actual payment.
- 3.4 For the introduction of Permanent Staff the client shall pay the fee due to Bloomfield Associates based on the anticipated first year's salary (which is taken to include all emoluments and benefits which form part of Gross Taxable Pay) on the following scale (Where a car is provided, the remuneration figure is increased by 10% before applying the introduction fees as stated in Schedule 1 of this document
- 3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

## **4 REFUND GUARANTEES**

- 4.1 In order to qualify for the following guarantees, the Client must pay Bloomfield Associates' fee within 14 days of the date of invoice and must notify Bloomfield Associates in writing of the termination of the engagement within 7 days of its termination.
- 4.2 Should the permanent engagement terminate within the first 2 weeks, 100% refund would apply, there after one sixth of the fee will be allowed against each complete week starting with week 3 up until week 8.
- 4.3 Should the Client or any subsidiary or associated company of the Client subsequently 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 3.4 above becomes payable, with no entitlement to any refund.

## **5 INTRODUCTIONS**

- 5.1 Introductions of Applicants are confidential. The disclosure by the client to a third party of any details regarding an Applicant introduced by Bloomfield Associates which results in an engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Bloomfield Associates' fee as set out in clause 3.4 with no entitlement to any refund.
- 5.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through Bloomfield Associates, whether direct or indirect, within 6 months from the date of Bloomfield Associates introduction.
- 5.3 In the event that any employee of Bloomfield Associates with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving Bloomfield Associates' service, the Client shall be liable to pay an introduction fee to Bloomfield Associates in accordance with clause 3.4

## **6 SUITABILITY**

- 6.1.1 Bloomfield Associates endeavors to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and shall take up any references provided by the Applicant and/or Bloomfield Associates before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

## **7 LIABILITY**

7.1 Bloomfield Associates shall not be liable under any circumstances for any loss, expense damage, delay, costs or compensation (Whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with Bloomfield Associates seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Bloomfield Associates to introduce any Applicant. For the avoidance of doubt, Bloomfield Associates does not exclude liability for death or personal injury arising from its own negligence.

## **8 LAW**

8.1 These Terms are governed by English law and are subject to the exclusive jurisdiction of the English Courts.

### **SCHEDULE 1**

#### **FEES FOR THE INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT**

Remuneration	Introduction fee + VAT
Up to £13,999	15%
£14,000 - £24,999	17½%
£25,000 - £31,999	20%
£32,000+	25%

VAT will be charged on the fee if applicable