These Terms of Business form the basis of the agreement between LucyJames Recruitment Ltd and the Client. They are structured in accordance with best practice guidelines set out by the Recruitment and Employment Confederation (REC), ensuring compliance with all relevant UK legislation. These terms outline the responsibilities, expectations, and protections for both parties in relation to the introduction and engagement of permanent or contract staff.

**APPENDIX A: DEFINITIONS**

1.1. In these Terms:

* 1.1.1. **Applicant**: A person introduced by the Agency to the Client for an Engagement, including any officer or employee of a limited company Applicant or any member of the Agency’s staff.
* 1.1.2. **Client**: Any person, firm, or corporate body, including any subsidiary or associated company (as defined by the Companies Act 2006), to whom the Applicant is introduced.
* 1.1.3. **Agency**: LucyJames Recruitment Ltd, Woodside Offices, 50 Feathers Lane, Wraysbury, TW19 5AN (registered in England and Wales).
* 1.1.4. **Engagement**: Employment, engagement, or use of the Applicant on any basis (permanent, temporary, direct or indirect).
* 1.1.5. **Introduction**:
  + (i) Client interviews the Applicant (in person or virtually) following the Client’s instruction.
  + (ii) Agency sends CV or details identifying the Applicant.
* 1.1.6. **Remuneration**: Gross annual salary plus bonuses, commissions, benefits (e.g. company car valued at £1000), and other emoluments.

**APPENDIX B: THE CONTRACT**

* 2.1. These Terms are binding upon an Introduction or Engagement.
* 2.2. They override any other terms unless agreed in writing by a Director of the Agency.
* 2.3. Verbal statements not contained herein are not legally binding.
* 2.4. Amendments must be made in writing and confirmed by both parties.

**APPENDIX C: NOTIFICATIONS**

* 3.1. The Client agrees to:
  + 3.1.1. Notify the Agency upon offering the role to an Applicant.
  + 3.1.2. Notify if the Applicant is already known to the Client.
  + 3.1.3. Confirm acceptance of an offer and provide salary/package details.
  + 3.1.4. Pay invoices on time (as stated).

**APPENDIX D: FEE STRUCTURE**

* 4.1. The Agency operates a sliding scale of permanent placement fees in line with salary brackets:

|  |  |
| --- | --- |
| **Salary Band** | **Placement Fee %** |
| £0 - £24,999 | 8% |
| £25,000 - £29,999 | 12% |
| £30,000 - £34,999 | 15% |
| £35,000 - £39,999 | 18% |
| £40,000 - £44,999 | 20% |
| £45,000 - £49,999 | 22.5% |
| £50,000 – and above | £25% |

* 4.2. New Client Offer: For new clients, the first two permanent placements for salaries under £40,000 will be charged at a discounted rate of 8%.
* 4.3. VAT will be added to all fees at the prevailing rate.
* 4.4. For fixed-term placements of less than 12 months, fees will be charged pro-rata.
* 4.5. If the Client re-engages the Applicant within 12 months of a previous Engagement or withdrawn offer, the full applicable fee becomes payable again.
* 4.6. The Agency's fee becomes payable:
  + 4.6.1. When an Applicant commences Engagement.
  + 4.6.2. On a pro-rata basis for fixed-term roles.
  + 4.6.3. On re-engagement of the same Applicant within 12 months.
  + 4.6.4. Regardless of whether the Introduction was the effective cause.
* 4.7. Interest may be charged on late payments in accordance with the Late Payment of Commercial Debt (Interest) Act 1998.
* 4.8. No refund or replacement for discounted fees, fixed fees, or fees under 8%.

**APPENDIX E: SERVICE GUARANTEE OPTIONS**

* 5.1. The Client must confirm in writing at the point of instruction which of the following guaranteed options they wish to apply to their account:
  + Option A: Employee Investment Protection Scheme (EIPS), or
  + Option B: Sliding Scale Refund Policy.

**Option A: Employee Investment Protection Scheme (EIPS)**

* 5.2.1. Invoice must be paid within 7 days.
* 5.2.2. Engagement must end within 12 weeks.
* 5.2.3. Covers:
  + Gross misconduct (theft, violence, drug/alcohol abuse, breach of confidentiality, harassment, etc.).
  + Disciplinary process: 2 verbal warnings + 1 written warning.
* 5.2.4. Full list of gross misconduct examples available upon request.
* 5.2.5. Written notice of termination required within 7 days.
* 5.2.6. No re-engagement of the same Applicant within 12 months.
* 5.2.7. Not valid in cases of redundancy or where invoices remain unpaid.
* 5.2.8. All Appendix C terms must be met.
* 5.2.9. One free replacement will be offered.
* 5.2.10. No replacement offered after 12 weeks.
* 5.2.11. No set-off against unpaid invoices.

**Option B: Sliding Scale Refund Policy (Valid only if paid within 7 days)**

|  |  |
| --- | --- |
| **Week of Engagement** | **Refund / Replacement** |
| Week 1 - 4 | Free replacement |
| Week 5 - 6 | 40% Refund |
| Week 7 – 9 | 20% Refund |
| Week 10 – 11 | 10% Refund |
| From week 12 and after | No Refund |

**APPENDIX F: CANCELLATION FEE**

* 6.1. A cancellation fee of 4% of the offered annual salary will be charged if:
  + 6.1.1. The Client makes a formal offer of Engagement to an Applicant and then withdraws it, regardless of the reason.
  + 6.1.2. The Client cancels or retracts the Engagement within 72 hours of the agreed start date.
  + 6.1.3. The withdrawal or cancellation occurs after the Applicant has made arrangements to leave their previous employment based on the Client's offer.
  + 6.1.4. The cancellation results in financial or reputational loss to the Agency or the Applicant.
* 6.2. If any of the above applies, the full Agency fee remains payable and will be invoiced immediately.

**APPENDIX G: INTRODUCTIONS**

* 7.1. Introductions are confidential.
* 7.2. If the Applicant is engaged by a third party following disclosure, the Client is liable for the full fee.
* 7.3. If a LucyJames Recruitment employee is engaged within 6 months of leaving the Agency, the Client is liable for the full fee.

**APPENDIX H: SUITABILITY AND REFERENCES**

* 8.1. The Agency will take reasonable steps to ensure the Applicant:
  + 8.1.1. Is properly identified
  + 8.1.2. Has relevant qualifications/experience
  + 8.1.3. Is willing to undertake the work
* 8.2. The Agency will confirm this in writing where applicable.
* 8.3. The Agency will advise on legal/professional requirements.
* 8.4. Final responsibility lies with the Client to:
  + 8.4.1. Check references and medical history
  + 8.4.2. Ensure right to work documentation
  + 8.4.3. Assess final suitability
* 8.5. The Client must provide clear details of:
  + 8.5.1. Job duties
  + 8.5.2. Start date
  + 8.5.3. Pay and benefits
  + 8.5.4. Hours
  + 8.5.5. Location
  + 8.5.6. Any risks or safety considerations

**APPENDIX I: SPECIAL SITUATIONS**

* 9.1. For roles involving regulated activity or vulnerable persons, the Agency will:
  + 9.1.1. Seek to provide qualifications and two references
  + 9.1.2. Confirm suitability
  + 9.1.3. Inform the Client if unable to verify these details

**APPENDIX J: LIABILITY**

* 10.1. The Agency is not liable for any losses, delays, or damages arising from an Introduction or Engagement (except in cases of death/personal injury due to Agency negligence).
* 10.2. All implied warranties/conditions excluded to the maximum extent permitted by law.
* 10.3. If any clause is deemed invalid, the rest remain enforceable.

**APPENDIX K: JURISDICTION**

* 11.1. These Terms are governed by the laws of England & Wales. The parties submit to the exclusive jurisdiction of English courts.

**CLIENT ACCEPTANCE**

|  |  |
| --- | --- |
| Client Name/Company |  |
| Contact Name/Authorised Signature |  |
| Position |  |
| Date |  |
| Signature / Initial |  |

|  |  |
| --- | --- |
| APPENDIX E: SERVICE GUARANTEE OPTIONS  A – **Employee Investment Protection Scheme (EIPS)**  B - **Sliding Scale Refund Policy** | Enter Choice? |

**Please note: In line with our company policy and commitment to sustainability, LucyJames Recruitment only accepts digital signatures. We are actively working to reduce paper use within our business.**