



GVR RECRUITMENT STANDARD TERMS OF BUSINESS

1. *These terms are between Victory Recruitment Ltd (Trading as GVR Recruitment) (hereinafter called "GVR Recruitment") and the Client or any associated firm or corporation (hereinafter called "The Client") who engage candidates introduced by GVR Recruitment*
2. *Employment shall be construed widely to include not only any contract of employment and permanent staff but also the self employed and persons working on a commission only basis or by association.*
3. *These Terms and Conditions of Business are deemed to be accepted and agreed by The Client by virtue of an interview or the engagement (which term includes employment or by association or use, whether under a contract of service or for services) of an applicant introduced by GVR Recruitment.*
4. *The introduction fee is payable by The Client for the engagement of a candidate in any capacity designated by The Client within twelve months following the last introduction of that candidate.*
5. *The introduction fee becomes payable in full immediately upon the successful applicant taking up employment with The Client. Unless otherwise agreed in writing, payment terms are strictly 14 days from the candidate start date.*
6. *Introductory Fees shall be calculated in accordance below.*
 - (i) *Total Annual Salary of £0 – £20,000 the fee will be 15% + VAT*
 - (ii) *For total annual salary £20,001 + the fee will be 20% + VAT*

The fee charged is calculated against basic remuneration and any guaranteed commissions/bonuses/vehicle allowance.

A minimum fee of £4000 will apply where the applicant is engaged in a Sub Contract, Contract or self-employed capacity.
7. *Standard fees become applicable and special fees rendered null and void should:*
 - a. *the agreed fee is not paid and received within 7 days of the candidates start date (or other period as may be agreed in writing)*
 - b. *the Client does not inform GVR Recruitment of any engagement on or before the candidates start date.*
8. *Should the applicant, having taken up permanent employment with The Client subsequently leave, the following credit will be allowed by GVR Recruitment;*

<i>Employment not exceeding 4 weeks</i>	<i>90% Credit</i>
<i>Employment not exceeding 6 weeks</i>	<i>75% Credit</i>
<i>Employment not exceeding 8 weeks</i>	<i>50% Credit</i>
<i>Employment not exceeding 10 weeks</i>	<i>25% Credit</i>
<i>Employment not exceeding 12 weeks</i>	<i>12.5% Credit</i>

Clients applications for credit MUST be received in writing within 7 days of the date the applicant left The Client's employment.

In the event that The Client should fail to honour GVR Recruitment's payment terms in accordance with Clause 4, The Client shall forfeit the right to claim any credit hereunder and GVR Recruitment's standard fees shall remain due and owing.

Any discount to our standard fees (in accordance with Clause 7) renders our credits null and void.

If, following the issue of a credit, The Client subsequently re-engages the applicant within a period of twelve calendar months from the date of termination, a full fee in accordance with Clause 7 becomes payable with no credit or guarantee.

9. *In the event that The Client should fail to honour GVR Recruitment's payment terms in accordance with Clause 6, or not inform GVR Recruitment of any engagement on or before the date on which the applicant starts his/her employment, then The Client shall forfeit the right to claim any credit hereunder and GVR recruitment's standard full fees shall remain due and owing.*

10. *Any discount to our standard fees (in accordance with Clause 6) renders our guarantees and credits null and void.*

11. *GVR Recruitment work on an introductory basis and although every effort is made to find suitable candidates they will not provide references. It is the clients responsibility to carry out any checks and references prior to a candidates engagement.*

12. *GVR Recruitment can accept no liability of any kind for the loss or damage to property or for any other loss including loss of profits or for any injury to persons arising directly or indirectly from any act or omission of any applicant introduced by GVR Recruitment even if such act or omission is negligent or fraudulent or dishonest.*

13. *In the event that an applicant is re-introduced by any other means and is subsequently engaged in any capacity within 12 months of the last introduction, clauses 4 and 6 shall still take effect.*

14. *This Agreement is governed by and shall be construed in accordance with the laws of England*