



Standard terms and conditions of business for permanent recruitment

SelectTech

This agreement is between:

Select Tech Limited (No: 9930991) ("Select Tech") Client Name (Company No:)

Whereas this agreement (the "Agreement") is the entire agreement between Select Tech and the Client and shall govern all business between them.

1 Definitions

1.1 In this Agreement the following definitions apply:

Appointment: means employment or engagement by the Client of a Candidate Introduced by Select Tech, whether on a, permanent, temporary, full-time, part-time or other basis and whether directly, indirectly or via an associated company or third party, and 'Appoint' will be construed accordingly;

Candidate: means the individual, partnership, corporate entity or any other person Introduced by Select Tech to the Client;

Client: means the company, firm, corporate entity or person to whom an Introduction is made by Select Tech;

Compensation: means the actual or anticipated compensation to be paid to the Candidate by the Client as remuneration for the first year of the Appointment, including but not limited to salary, bonus (whether guaranteed or variable), travel or relocation allowance, subsidised accommodation and any and all taxable emoluments. Provision of a company car shall be regarded as Compensation and calculated at £6,000;

Division / Team: means the division / team these terms are agreed on behalf of within Select Tech as indicated in the top left corner of this page;

Fee: means X% of total Compensation

Introduction: means (i) the provision of any information by Select Tech to the Client (including the provision of a curriculum vitae) which identifies a Candidate and/or (ii) the Client's interview of a Candidate whether in person or by telephone or by any other means, regardless of whether or not the Client knew the Candidate previously, and 'Introduced' will be construed accordingly.

2 Agreement

2.1 This Agreement is effective from the date of an Introduction and shall remain in force unless terminated by either party upon giving no less than thirty (30) days written notice. The Client is deemed to have accepted this Agreement by virtue of an Introduction, an Appointment or the passing of any information about a Candidate to any third party following an Introduction.

2.2 Select Tech is acting as an employment agency. Select Tech will introduce Candidates for permanent Appointment. Should an Appointment take place within twelve (12) months from the date of an Introduction the Client will pay the Fee to Select Tech.

2.3 Introductions are strictly confidential. The provision of any information relating to a Candidate by the Client to any third party resulting in an Appointment by any third party will render the Client liable to pay the Fee.

2.4 the employer agrees to grant the employee a period of two weeks exclusivity for each role offered, during which time the employee shall have the right to consider and accept the offer.

3 Obligations

3.1 The Client authorises Select Tech to advertise the availability of the position which the Client engages Select Tech to seek to fill.

3.2 The Client will notify Select Tech within seven (7) days if a Candidate is already known to it, whether as a result of a previous submission or interview through a source other than Select Tech. The Client agrees not to directly contact any Candidate without prior approval of Select Tech.

3.3 Select Tech will make reasonable efforts to ensure that a Candidate has the necessary experience to be able to work in the position which the Client seeks to fill. However, Select Tech provides an introductory service only and makes no warranty as to the suitability of any Candidate for a particular position. It is the Client's responsibility to satisfy themselves of any Candidate prior to an Appointment. The Client is responsible for reference checking, arranging any required medical examinations, for obtaining any required work permits or other required authorisations and for satisfying any statutory or legal requirements pertaining to an Appointment.

3.4 The Client agrees to provide Select Tech with details of the Compensation as soon as an Appointment has been made. If it fails to provide these details within seven (7) days of an Appointment the Client agrees to pay an increased fee of 40% of Compensation or £15,000 (whichever is greater).

3.5 The Client will notify Select Tech if an employee of Select Tech with whom the Client had dealings accepts an Appointment with the Client within twelve (12) months of leaving Select Tech's employment. The Client agrees to pay the Fee to Select Tech in respect of such Appointment.

4 Payment

4.1 Select Tech will invoice the Client for the Fee upon signature of an Employment Contract provided to a candidate introduced by Select Tech from the client. The Fee is exclusive of VAT. The Client will pay Select Tech's invoice within fourteen (14) days from the date of invoice.

4.2 Select Tech will charge interest on invoiced amounts unpaid after the due date at the rate of 8% per annum above the base interest rate of HSBC from the due date until the date of payment. The Client will bear any legal costs or other expenses incurred by the Company as a result of non-payment or late payment of an invoice and Select Tech reserves the right to charge forex for currency fluctuations in the event of late payments.

4.3 The Client will provide Select Tech with the relevant invoicing address on the date of Appointment. The Client will not make any deduction or withhold taxes from any payment to Select Tech. If the Client demonstrates to Select Tech's absolute satisfaction that it is required by law to withhold taxes from a payment the Client may make those withholdings. However, the Client must give Select Tech a receipt for each payment and increase its payment to Select Tech by the amount necessary to ensure Select Tech receives the full amount which it would have received if no withholding had been made.

5 Refunds

5.1 Occasionally, for whatever reason and because of the human element involved an Appointment may break down. Select Tech recognize this and have provided a scale of refunds which will compensate the Client in the event of such a situation. If an Appointment is terminated within twelve (12) weeks of a Candidate's start date a refund may be payable. No refund will be payable where the termination is a result of redundancy, reorganisation or transfer or where the Client has failed to pay the Fee within fourteen (14) days of the date of invoice. To claim a refund, the Client must notify Select Tech in writing within seven (7) days of the termination of an Appointment. Refunds will be made according to the below scale:

Week Candidate Terminates	Amount Refundable
0-4	75%
5-8	50%
9-12	25%

5.2 If an Appointment is terminated with four (4) weeks of the Candidate's start date Select Tech may, at the Client's discretion, use its best endeavours to find a suitable replacement Candidate as an alternative to paying a refund. Select Tech may reclaim any refund paid or claim a Fee following provision of a replacement, if within twelve (12) months of the termination of an Appointment the Client re-appoints any Candidate.

6 Liability

6.1 Save in respect of death or personal injury, to the extent permitted at law Select Tech will have no liability to the Client for any injury, loss, damage, expense or delay incurred by the Client arising directly or indirectly from this Agreement or from any Appointment.

7 General

7.1 In this Agreement references to the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.

7.2 In the event of a conflict between these Terms and any other agreement, the former shall prevail. No variation or alteration to these Terms shall be valid unless the details of such variation are set out in writing and signed by the Client and Select Tech.

7.3 English law shall apply to this Agreement and disputes arising from it are subject to the exclusive jurisdiction of the courts of England and Wales.

Signed for and behalf of: Select Tech
 Company number: 09930991
 Registered address: Unit 3 Lake Meadows Business Park, 14 Woodbrook Crescent, Billericay, CM12 0EQ

Signed for and behalf of:
 Company number:
 Registered address:

Signed:

Signed: _____

Print Name: _____ Will Roeder _____

Print Name: _____

Title: _____ Director _____

Title: _____

Date: _____ 04/03/2024 _____

Date: _____