

PREMIER ASSOCIATES Est 1993
TERMS AND CONDITIONS OF BUSINESS

1. **GENERAL**

1.1 These terms and conditions apply to all contracts between Premier Associates and the Client. No alteration to these Terms and Conditions shall be binding upon Premier Associates unless agreed in writing by Premier Associates.

2. **SELECTION FEES**

Premier Associates' Selection Fee is payable immediately on employment by the Client of any candidate introduced by Premier Associates. The Selection Fee is not affected by any Term or Condition included in the candidate's contract or letter of appointment, or a decision by the Client not to proceed with the candidate's appointment, after the Client has received the candidate's acceptance.

2.2 Premier Associates' total Selection Fee is 15% of the annual salary and is not refundable.

2.3 Premier Associates will remain 'owners' of the candidate for a period of 10 months for candidates introduced with an anticipated basic annual remuneration of £25k and over. Premier Associates period of ownership is reduced to 6 months for candidates up to annual remuneration up to £25k after introductions have been made to the Client. Should a Premier Associates introduction be offered a position directly by the Client or any third party including an alternative employment business during the appropriate period the Client is liable for the Introduction fee of 15% of the candidates annual remuneration. All fees are subject to the addition of VAT.

2.4 Agency – Agency Temporary Terms and Conditions apply.

2.5 Engagement of the temporary worker – Temporary Terms and Conditions apply.

3. **EXPENSES**

3.1 Should a Client require Premier Associates to advertise for a position in addition to Premier Associates regular advertising, all advertising, interviewing and entertaining expenses will be agreed with the Client prior to expenditure and all such expenses are due from the Client to Premier Associates within 7 days of invoice.

4. **PAYMENT**

4.1 Sums invoiced are payable in full within 7 days from the invoice date.

4.2 Premier Associates reserves the right to charge interest at 4% above HSBC bank base lending rate from time to time on any overdue sum until paid in full.

4.3 Premier Associates reserves the right to recover from the Client all direct expenses reasonably incurred by Premier Associates in the collection of any overdue sums.

4.4 VAT at the current rate on the invoice date will be added to all fees and expense invoices.

4.5 Any invoice not challenged in writing within 7 days of the invoice date shall be payable in full, save in cases of manifest error in calculation.

5. **GUARANTEE**

5.1 In the event of a candidate leaving within 1 month of commencement of employment, Premier Associates will find an alternative candidate without a Selection Fee. Any additional costs of re-advertising and interviewing expenses will be borne by the Client, provided always that this guarantee takes effect only where all invoices have been duly paid by the Client in accordance with these Terms and Conditions and that otherwise this clause shall be void and have no effect.