

## CHARTER OF BUSINESS PROCEDURES

Recruitment is a three way affair between First Contact (us), the Client (you) and the Candidate, and if we can all work together within set guidelines, we should be able to reach an ethical and successful conclusion to our business relationship.

For us to be able to work our Company Charter we need you to observe our Terms and Conditions of Business. Below is a Contract we honour in accordance with our Terms and Conditions of Business and our Company Charter.

Listed below are several points which First Contact guarantee to observe and work to as part of our Company Charter:

1. While you are a valued client, we guarantee not to approach staff that are in your establishment's employ. However, candidates do respond to advertisements or they may have heard about the position on the catering "grapevine". In these circumstances we would ask the candidate for a written statement detailing that they approached First Contact, and therefore would not stop us acting on their behalf, should we have a suitable vacancy.
2. We will only put forward candidates who we believe are suitably qualified and reach the criteria which you have set out.
3. We will not forward candidate's details until we have discussed the position with the candidate, and the candidate has shown a genuine interest in the position. Candidates will have been spoken to about the position available and will have shown a genuine interest in the position.
4. Once we have successfully placed a candidate with you, we will not approach that candidate for any other vacancy.

## CONTRACT OF AGREEMENT

### THE COMPANY

**First Contact Chefs Ltd**  
**Haywood House**  
**Hydra Business Park**  
**Nether Lane**  
**Sheffield**  
**S35 9ZX**

### THE CLIENT

## APPLICABLE SCALE OF CHARGES

All Salaries


10%  (With 12 weeks guarantees)

12.5%  (With 20 weeks guarantees)

For and on behalf of the Company

PRINT NAME: David Dawson

Position: Managing Director

Signature: 

Date:

For and on behalf of the Client

PRINT NAME: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

First Contact Chefs Limited, registered at 9 St Aidens Place Sheffield S2 2NE Company Registration Number 6810429

**TERMS OF BUSINESS FOR PERMANENT PLACEMENTS**

**1 DEFINITIONS**

1.1 In these Terms the following definitions apply:

"Applicant" means the person introduced by First Contact to the Client for an Engagement, including any members of First Contact's 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 direct or indirect 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; an agency, license, franchise or partnership agreement; or any other engagement;

"First Contact " means First Contact (Chefs) Limited (Registered in England under No 6810429

"Introduction" means the Client's interview of an Applicant in person or by telephone, following the Client's instruction to First Contact to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant before an Engagement;

"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 emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client during the first 12 months of the Engagement. Where a company car is provided by the Client, a notional amount of £3,000 will be added to the salary in order to calculate First Contact's fee.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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

## 2 THE CONTRACT

2.1 These Terms constitute the contract between First Contact and the Client and are deemed to be accepted by the Client by virtue of an Introduction to or Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2 These Terms govern the supply of the services by First Contact to the Client to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any order or other document).

2.3 No variation or alteration of these Terms shall be valid unless approved by a director of First Contact in writing.

## 3 NOTIFICATION AND FEES

3.1 The Client agrees:

3.1.1 To notify First Contact immediately it offers the Applicant an Engagement;

3.1.2 To notify First Contact immediately its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to First Contact;

3.1.3 To notify First Contact immediately the Applicant commences an Engagement; and

3.1.4 To pay First Contact's fee within 21 days of the date of invoice.

3.2 No fee is incurred by the Client until the Applicant commences the Engagement when First Contact will render an invoice to the Client for its fees.

**3.3** First Contact reserves the right to charge interest on any overdue amounts at the rate of 3% per annum above the base rate from time to time of Yorkshire Bank plc from the due date until the date of payment. First Contact reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. First Contact also reserves the right to charge any costs incurred by you from third parties such as, but not limited to collection agencies, where it has been necessary to take action to recover any sums due.

3.4 The fee payable to First Contact by the Client for an Introduction resulting in an Engagement is calculated in accordance with the following Fee Structure:

**3.4.1** A fee of 10% calculated against the annual salary will be charged as an introduction fee

**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 agreed 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 termination of the subsequent Engagement(s) or the first anniversary of its commencement whichever is the sooner.

3.6 If after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay First Contact a fee of 5% of the Remuneration.

**3.7** Should 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 further full fee calculated in accordance with clause **3.4** above becomes payable, with no entitlement to a refund.

3.8 All charges are exclusive of Value Added Tax, which the Client shall pay in addition when it is due to pay First Contact's fee.

## 4 REFUND OR REPLACEMENT GUARANTEES

4.1 In order to qualify for the following guarantees, the Client must pay First Contact's fees within 21 days of the date of invoice, and must notify First Contact in writing of the termination of the Engagement within 7 days of its termination.

**4.2** If the Engagement terminates within 8 weeks from the commencement of the Engagement (except where the Applicant is made redundant or clause **3.6** applies) the fee will be rebated in accordance with the scale of rebates in clause **4.2.1** below or a replacement applicant Introduced, in accordance with the replacement guarantee in clause **4.2.2** below.

**4.2.1 REFUND GUARANTEE** – a refund will be issued in accordance with the scale below:

Engagement terminating during weeks:	Percentage refund
1 – 3	100% Less £150 Admin Fee
4 – 6	75%
7 - 9	50%
10 - 12	25%

**4.2.2 REPLACEMENT GUARANTEE** – If the Engagement terminates within 5 weeks of the commencement of the Engagement, First Contact will select and make further Introductions during a reasonable time period. Upon Engagement the Client will receive a credit note of the original fee and a new invoice for the replacement Applicant. Only one replacement is permitted and the replacement Engagement is protected by the refund guarantee.

## 5 INTRODUCTIONS

**5.1** All information provided during an Introduction is confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by First Contact which results in an Engagement with that third party within 6 months of the Introduction, renders the Client liable to payment of First Contact's fee as set out in clause **3** with no entitlement to any refund.

**5.2** An Introduction fee calculated in accordance with clause **3** will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through First Contact, whether direct or indirect, within 6 months from the date of First Contact's Introduction.

**5.3** In the event that any employee of First Contact with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving First Contact's services, the Client shall be liable to pay an Introduction fee to First Contact in accordance with clause **3** as if the employee was an Applicant.

## 6 SUITABILITY

6.1 First Contact endeavours 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 First Contact before engaging that 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.

6.2 To enable First Contact to comply with its obligations, the Client undertakes to provide First Contact with details of the position, type of work, location, hours of work, person specification and any other details reasonably necessary in relation to the proposed Engagement or Applicant.

## 7 WARRANTY AND LIABILITY

7.1 First Contact warrants to the Client that the service it provides to the Client shall be provided using reasonable skill and care and shall, as far as reasonably possible, be in accordance with the requirements of the Client.

7.2 The Client shall indemnify and keep indemnified First Contact against any costs, claims, or liabilities incurred by First Contact arising out of any Introduction and/or as a result of any breach of these Terms by the Client including all legal costs incurred by First Contact in relation to enforcement proceedings.

7.3 The following provisions set out the entire financial liability of First Contact (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

7.3.1 any breach of these Terms;

7.3.2 any representation, statement or tortious act or omission including negligence arising under or in connection with provision of services by First Contact.

7.4 All warranties, conditions and other terms implied by state or common law are, to the fullest extent permitted by law, excluded from these terms.

7.5 Nothing in these Conditions excludes or limits the liability of First Contact for death or personal injury caused by First Contact's negligence or by fraudulent misrepresentation.

7.6 Subject to clauses 7.4 and 7.5:

**7.6.1** First Contact's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the fee as calculated in clause **3**;

7.6.2 First Contact shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Engagement;

7.6.3 First Contact shall not be liable to the Client or be deemed to be in breach of any contract between First Contact and the Client that incorporates these terms by reason of any delay in performing, or failure to perform any of First Contact's obligations in relation to that contract, if the delay or failure was due to any cause beyond First Contact's reasonable control.

## 8 GENERAL

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

8.2 If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Terms and the remainder of such provision shall continue in full force and effect.

8.3 Failure or delay by First Contact in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any of its rights under these Terms. Any waiver by First Contact of any breach of, or any default under, any provision of these Terms by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms.

8.4 The parties to a booking do not intend that any of these Terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.