



1. These terms and conditions shall apply to all instructions and Introductions (deemed to be the point at which the C.V. is received by the Client) between **6 Degrees Talent Ltd** (“6DT”) and the prospective employer (“Client”) and in the absence of written confirmation shall be deemed to be accepted in any engagement or contract relating to the recruitment and / or appointment by the Client of any person (“Candidate”) introduced by 6DT to the Client within a period of 12 months.
2. For the purposes of these terms and conditions, the definition of “Engagement” is where the Client retains a Candidate for employment, whether an employment contract is in writing or not.
3. 6DT shall be entitled to a permanent placement fee of **20%** (plus VAT) for salaries up to £49,999 and **25%** of salaries of £50,000 and above of the Candidate’s gross starting annual salary (which is deemed to include any guaranteed financial bonuses, commissions, location weighting, housing allowance and in lieu of any car allowance) upon the Candidate entering into a contract of employment or engagement with the Client or an associate of the Client at any time within the 12 months following the initial introduction of the Candidate by 6DT to the Client.
4. The Client agrees that all contact and negotiation with a Candidate prior to commencement of employment will be made through 6DT unless agreed otherwise in writing by a Director of 6DT. The Client also agrees to provide 6DT, upon request, verbal confirmation of all offer letters and contracts sent to a Candidate introduced by 6DT.
5. If a Candidate introduced to the Client by 6DT is subsequently reintroduced to the Client either by a third party or an approach is made by the Candidate directly and an appointment is made within 12 months of the original introduction by 6DT then the permanent placement fee shall be payable as if the Candidate had been introduced by 6DT.
6. If the Client introduces the Candidate to a third party and the Candidate is engaged or employed by such third party within 12 months the placement fee shall be payable by the Client to 6DT as if the Candidate had been engaged by the Client, in accordance with Clause 3.
7. If the Candidate is engaged in a contract with the Client freelance or temporary assignment and is being employed on a permanent basis, the permanent placement fee, in accordance with Clause 3 is payable minus the freelance fees already paid.
8. All fees due under these terms and conditions shall be payable within 30 calendar days of the invoice date. Interest will be charged on overdue invoices at the rate of 3% per month above the base rate from time to time of Santander Bank Plc which will be payable on demand.
9. In the event that Engagement is terminated by either the Candidate or the Client, the Client shall be entitled to a rebate of the permanent placement fee. The rebate period applies from the determined Start Date of the Candidate’s employment. The rebate scheme is as follows:  
  
Departure:  
Up to 4 Weeks - 80%  
From 4 Weeks up to 8 Weeks - 60%  
From 8 Weeks up to 12 Weeks - 30%  
  
The rebate is only payable if a) the permanent placement fee had been paid within 30 calendar days of the invoice date and (b) the Client notifies a Director at 6DT of the Candidate’s departure in writing within 7 days of the Candidate’s departure date.  
The rebate is not payable in the case of the Candidate’s redundancy.
10. In the event that the Engagement is for a fixed term of less than 12 months, the permanent placement Fee in Clause 3 will be calculated on a pro rata basis. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 9 calendar months from the date of termination of the first Engagement, the Client shall be liable to pay a further permanent placement fee based on the additional remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner, calculated in accordance with Clause 3.
11. In the event that a fixed term Engagement is terminated by either the Candidate or the Client, the Client is entitled to a rebate which will be calculated on a pro rata basis. The rebate period applies from the determined Start Date in accordance with Clause 9. If the Engagement is extended beyond the initial fixed term, no rebate will apply.
12. Re-engagement of a Candidate once a rebate has been applied will result in the full permanent fee becoming payable with no further rebate applicable.
13. The Client shall be responsible for paying the Candidate’s remuneration directly on an hourly/daily/monthly basis (as agreed) including overtime payments, at a rate agreed between 6DT and the Client. The payment of all income tax and National Insurance contributions, any holiday pay and any other expenses will be the responsibility of the Candidate or the Client as agreed between them. The Client shall indemnify 6DT in respect of any claims made against 6DT by the Inland Revenue or Department of Social Security arising out of any payments made to the Candidate by the Client. In addition to the remuneration paid by the Client to the Candidate the Client shall pay 6DT a Fixed Freelance Fee of **25%** (plus VAT) of the gross remuneration payable to the Candidate.
14. 6DT will provide the Candidate with timesheets for the Candidate to complete. The Client shall sign and verify the timesheets for each Candidate. Signature of the timesheets by the Client’s authorised person constitutes acceptance by the Client that the Candidate’s services have been provided satisfactorily for the hours stated on the timesheet.



15. If the Client is dissatisfied with any Candidate once the Candidate commences the Freelance Assignment, the Client must notify 6DT within 4 hours of commencement. In such circumstances the Candidate is entitled to receive remuneration for the period worked as agreed in the above provisions, Freelance Fee due to 6DT shall be waived.
16. The Client accepts that 6DT is a placement agency and not an employment agency. Therefore 6DT shall endeavour to ensure the suitability of the Candidate but does not guarantee suitability. The Client shall at all times use reasonable skill and care of a normally prudent employer to satisfy itself as to the suitability or otherwise of any Candidate for the relevant position; including seeking references and verifying qualifications of the Candidate. 6DT cannot accept responsibility for any statements or representations made to the Client about a particular Candidate either by the Candidate or 6DT.
17. 6DT accepts no liability, whether on its own behalf, on behalf of its servants or agents, or on the behalf of the Client for any loss, liability, damage, costs, claims or expenses suffered or incurred, directly or indirectly by the Client arising from or connected with the recruitment or Engagement of any Candidate, however so arising, unless such damage was a reasonably foreseeable consequence of any action or omission of 6DT, having regard to the fact that it is the Client's responsibility to take up references in accordance with Clause 16.
18. No variation can be made to these terms and conditions without the prior written consent of a Director or Financial Officer of 6DT. Verbal communication does not constitute a variation from Terms.
19. If any provision of this Contract shall become or be declared illegal, invalid or unenforceable, in whole or in any part, for any reason whatsoever by an authority, such part shall be deemed to be deleted. If this substantially alters or affects this contract, the Client and 6DT will negotiate in good faith to amend and modify the Terms of Business.
20. This agreement shall be governed in accordance with the laws of England. The parties hereby submit to the exclusive jurisdiction of the courts of England in relation to any dispute or claim arising out of or in connection with this agreement.

**I am an authorised representative of the Client and I agree to the Terms of Business as stated on behalf of the Client**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

**I am an authorised representative of 6DT and I agree to the Terms of Business as stated on behalf of 6 Degrees Talent Ltd.**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

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