

Terms of Business

1. These terms and conditions of business are between Pavilion Legal (hereinafter called the Employment Agency) and the Employer Client (the Client) and are deemed to be accepted by the Client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract or for services) of an applicant introduced directly or indirectly by the Employment Agency.
2. The Client agrees:
 - a) to notify the Employment Agency immediately an engagement is accepted and
 - b) to pay the fees of the Employment Agency within 14 days of the commencement of the engagement and
 - c) to pay any agreed advertising costs within 14 days of the invoice date and
 - d) to accept the Employment Agency's right to invoice a surcharge to the Client of 5% per month or part thereof for delays in payment after 14 days have elapsed from the invoice date if, in the view of the Employment Agency, payment is unreasonably withheld, but it being accepted by the Employment Agency that the Client is entitled to notice before such an invoice is raised.
3. a) The fee payable to the Employment Agency by the Client for the introduction of an individual employed on an engagement or engaged to work on a self-employed basis, as a subcontractor consultant, is calculated on the annual gross taxable pay and taxable emoluments, which definition includes any elements specifically identified as profit related pay (PRP), the equivalent cash value of any flexible benefits package and cash alternative in lieu of company car, if taken, payable by the Client to the applicant, at the following rates:
 - On salaries up to £29,999 at a rate of 18%,
 - On salaries from £30,000 up to £59,999 at a rate of 20%
 - On salaries from £60,000 up to £99,999 at a rate of 23%
 - On salaries from £100,000 and upwards at a rate of 25%
 - All Partner placement are at a set fee of 27% regardless of salary

The provision of a company car shall be regarded as an additional taxable emolument of £3,000 unless the candidate elects to take any available cash alternative (see above). The provision of a mortgage subsidy, housing allowance or accommodation shall be regarded as an additional taxable emolument of £2,000.

b) In the event that arrangements are made for a candidate introduced by the Employment Agency to work for the Client in a temporary capacity, arrangements for the fees must be separately agreed. However, where such a candidate is subsequently employed by the Client in any capacity whatsoever, the Client must immediately inform the Employment Agency and pay the fee for the permanent placement under the terms set out in this document.
4. In the event of an individual employed on an engagement terminating his / her employment or having it terminated by the Client within 8 working weeks of its commencement and provided that:
 - a) the Client notifies the Employment Agency in writing within 7 days of the termination of the engagement
 - b) the Client or subsidiary or associated company of the Client shall not engage the applicant within 12 months from the date of the termination of the engagement and
 - c) the termination is not due to redundancy and
 - d) all fees due from the Client have been paid in accordance with 2(b) above, then the Client will receive a credit note from the Employment Agency to be set off against the amount of any further Introduction Fee becoming due to the Employment Agency from the Client (but no other rebate or refund whether in cash or otherwise).

The amount of the credit note will be calculated as set out below:

 - (i) up to 4 weeks service – 75% of the successful placement fee
 - (ii) 4 to 6 weeks service – 50% of the successful placement fee
 - (iii) 6 to 8 weeks of service – 25% of the successful placement fee
 - (iv) after 8 weeks of service, no credit note will be given
5. Introductions are confidential. The passing on of an introduction to another employer which results in an engagement renders the Client liable to payment of the Employment Agency's fees as set out above.
6. Where an applicant is initially rejected by the Client or rejects the Client's offer of employment and is subsequently employed by the Client, in any capacity, up to and including 12 months after the initial introduction date, the Client shall be responsible for a fee resulting from such employment.
7. The Employment Agency endeavours to make every reasonable effort to ensure the suitability of applicants selected on behalf of Clients but does not personally establish references and cannot accept any responsibility for loss, expense, damage or delay, howsoever occasioned. The Client is responsible for taking up references concerning the applicant's skills, qualifications and general integrity, obtaining work permits and satisfying any medical requirements or qualifications as are required by law.
8. No variations can be made to these Terms and Conditions of Business without written consent of a Director of the Employment Agency.