

### Definitions

- A. "Agency" means Rainbow Recruitment Services Limited (registered company no
- B. "The client" means the person or business (with any subsidiary or associated person) who engages Rainbow Recruitment Services to supply recruitment services.
- C. "Candidate" or "Applicant" refers to any person introduced by Rainbow Recruitment Services to the client for engagement.
- D. "Introduction" means (1) the presentation of a candidate or candidate's information or curriculum vitae which identifies the candidate, or (2) the clients interview of a candidate (in person, by phone, video call or any other means) following the clients instruction to Rainbow Recruitment Services, and, in either case, which leads to an engagement of the candidate, irrespective of whether the client knew of the candidate prior to such presentation by Rainbow Recruitment Services.
- E. "Engagement" means the use/employment of the applicant by the client or a third party (whether on a permanent, temporary, contract, franchise, agency, licensee or self-employed basis, or any other engagement directly or through a limited company), irrespective of it being the original role offered or for any other position within 6 months of introduction, which is later.
- F. "Salary" means the agreed annual remuneration for any successful candidate who is engaged by the client. Salary shall include basic salary, plus any anticipated commissions or bonus, or other monies within the first 12 months of candidate employment.
- G. "Introduction Fee" is the fee payable by the client to Rainbow Recruitment Services for an introduction resulting in engagement.
- H. "Terms of business" means the standard terms and conditions applicable to the supply of services set out in this document.
- I. "Successful offer to the candidate" means the clients offer of engagement has been accepted (verbally, in writing or otherwise) by the candidate.
- J. If any clause within this document is held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, that part will be severed from all other terms without affecting the validity or enforceability of all other provisions of these terms of business.

### The Contract

1. These terms of business constitute the contract between Rainbow Recruitment Services and the client for the introduction of permanent or contract staff (to be engaged directly by the client) and shall be deemed accepted by the client by virtue of an introduction, or the engagement of a candidate, or the passing by the client of any information about a candidate to a third party following an introduction.
2. These terms of business contain the entire agreement between Rainbow Recruitment Services and the client, and shall supersede all prior agreements, arrangements, communications, promises, representations, warranties or understandings between Rainbow Recruitment Services and the client, whether communicated orally or expressed in writing.
3. The client acknowledges it has not relied on any promises, representations, warranties or understandings save for those contained within these terms of business.
4. No variation or alteration to these terms shall be valid unless the details of such variation are agreed in writing by a director of the agency.
5. Rainbow Recruitment Services acts as an employment agency (as defined in section 13 (2) of the employment agencies act 1973) when introducing candidates to the client.
6. Rainbow Recruitment Services may send out CV's speculatively with the express permission of the candidate. As set out above, any interaction with these cv's and candidates shall represent acceptance of these terms of business.

### Introduction

7. The Client agrees to:
  - 7.1. Notify Rainbow Recruitment Services immediately of terms of any offer of an engagement which it makes to the candidate;
  - 7.2. Notify Rainbow Recruitment Services immediately that its offer of an engagement to the candidate has been accepted and to provide details of the remuneration agreed with the candidate together with any documentary evidence as requested by Rainbow Recruitment Services;
  - 7.3. Pay the introduction fee at the rate agreed in our "Introduction Fee Schedule". Any engagement of a candidate will result in the introduction fee becoming due.
8. The introduction fee calculated in clause 11 is payable if the client engages with the candidate within a period of 6 calendar months from the date of introduction (as set out in clause E)
9. Rainbow Recruitment Services will endeavour to ensure the suitability of candidates introduced to the client, however no liability is accepted and no warranties given for candidates that do not meet the standard.
10. The client shall be responsible for obtaining work and other permits, and other screening such as medical and drug testing.

### Introduction Fee Schedule

11. Introduction fees will be charged as a percentage of the annual salary (see definition F) at the rates below, and shall be paid within 7 days of the date of invoice.

Projected Annual Salary	Percentage fee payable
ALL	12%

12. Upon agreement between the Client and Rainbow Recruitment Services at the outset of the placement, and before the first invoice is issued, the introduction fee can be broken down into 3 invoices, charged only at the following intervals

Invoice #	Invoice date	Invoice Value (% of total introduction fee)
1	Successful offer to the candidate	33.3%
2	After 4 weeks employment	33.3%
3	After 8 weeks employment	33.3%

13. For the avoidance of doubt, invoice 1 will be 100% of the introduction fee as detailed in clause 11, if clause 12 is not satisfied.
14. Any variation to the fees listed above will require payment upon invoice, otherwise they will expire and the normal scale of fees will be payable.
15. Rainbow Recruitment Services is currently VAT exempt.
16. The client is deemed to have accepted the invoice if no dispute is raised within 3 days of the date of the invoice.
17. Rainbow Recruitment Services reserves the right to charge interest under the Late Payment of Commercial Debts (interest) Act 1998 on invoiced amounts unpaid by the due date, at the rate of 8% per annum plus the bank of England base rate, from the due date until the date of payment.
18. In the event of the same candidate being introduced by more than one agency, the client will evidence another agency introduced the candidate in the first instance and that agency will be due the introduction fee.
19. The client shall indemnify and keep indemnified Rainbow Recruitment Services in respect of all costs, including legal costs, incurred in respect of the recovery of the invoice whether they are incurred before or after the judgment.

### Cancellation, Rebate or refund

20. All issued invoices shall be payable in full, and there shall be no entitlement to a rebate or refund.
21. If after a "successful offer to the candidate" the client decides for any reason to cancel or withdraw, the client shall be liable to pay the agency the value of invoice 1 in full as outlined in the introduction fee schedule, and in line with clause 13.

### General Terms

22. All information is provided in the strictest of confidence and solely for the purposes of providing candidate introductions to the client. Such information must not be used for any purpose, nor divulged to a third party, and the client undertakes to abide by GDPR in receiving and processing this data at all times. In addition information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.
23. Rainbow Recruitment Services shall not be liable under any circumstance for any loss, damage or expense suffered or incurred by the client or any third party, arising from or in any way connected with the candidate submitted and subsequent engagement by the client. Rainbow Recruitment Services shall not be liable in respect of any information concerning the candidate supplied to the client, or incompetence, negligence, error, omission, fraud or incapability, or any other failing in introducing the candidate to the client.
24. The client shall advise Rainbow Recruitment Services of any special health and safety matters which the agency is required to inform the candidate.
25. Rainbow Recruitment Services are an equal opportunities employer and will not screen a candidate for political beliefs, race, sexual preference or any other category that could be used to discriminate against a candidate.

### Governing Law and Jurisdiction

26. These terms of business are governed by the laws of England & Wales.