



ABODE
RESOURCING

Terms & Conditions

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PLEASE NOTE: READ THESE TERMS OF AGREEMENT CAREFULLY AS THEY ARE BINDING UPON YOU.
IT IS THE POLICY OF ABODE RESOURCING LTD TO STRICTLY ENFORCE ITS TERMS OF AGREEMENT IN THE EVENT OF ANY DISPUTE.

This agreement (hereinafter to be called "the agreement") is made:

Between:

Abode Resourcing Ltd (hereinafter to be referred to as "ABODE").

1. ABODE is in the business of providing candidates to clients in all sectors for permanent appointment with them.
2. ABODE will introduce Candidates to the Client for appointment by the Client.
3. ABODE provides an introductory service only, they do not make any checks on Candidates and neither do they provide any assurances as to a candidate's suitability.
4. The said Terms of Agreement will constitute the only contract between ABODE and the Client.
5. The said Terms of Agreement can be varied only by written Agreement between ABODE and the client.
6. An introduction of a candidate shall be deemed to have taken place when ABODE provides to the client any information relating to a Candidate. This Agreement comes into effect upon an introduction taking place.
7. If an appointment of a Candidate is made by the Client within 12 months of an introduction, ABODE fees as set out in Clause 12 become payable.
8. An appointment takes place whether a candidate is engaged on a temporary basis or employed on a permanent basis.
9. An introduction is strictly confidential. If the client passes the details of a Candidate to a third party that results in an appointment by the third party, the client shall pay ABODE a fee of 20% of the anticipated first year's remuneration of the candidate. A third party includes, but not exhaustively, any associated company, subsidiary or other company with which the Client is connected.
10. The Client shall notify ABODE immediately when an appointment of a candidate is made and provide ABODE with a copy of any job offer made by the client to the Candidate.
11. ABODE fee is a percentage of the first year's gross annual salary of a Candidate. Gross annual salary is deemed to include weightings, allowances, guarantees, or similar taxable allowances and benefits including but not limited to company cars and car allowances. Company cars will be valued at £4000 and car allowances at their annual monetary value.
12. ABODE fees are: 15% of basic salary
13. ABODE fees become payable once the applicant has accepted an offer made by the client. It becomes

payable 28 days from the Invoice date, after which the client shall pay ABODE a compensation payment and statutory interest (calculated monthly) on the sum due in accordance with the Late Payments of Commercial Debts (Interest) Act 1998 (as amended). The fee remains due and payable in the event that the Client decides the withdraw the offer of employment. Any reduction of fee relies on payment being made on time and should payment not be made on time the standard percentage (see point 12) will be due.

14. The client shall bear legal costs incurred by ABODE if an invoice is not paid or if it is paid after the 28 days have elapsed since it was issued for payment.
15. Provided that ABODE has been settled in full within our stated terms of payment, should the employment terminated the following refund will be due:

Week 1-2 100%	Week 2-4 75%
Week 4-8 50%	Week 8-12 25%

No credit or refund will be made unless we are notified in writing within 7 days of the effective date of termination.

No Rebate shall be payable if:

- (a) An appointment is rescinded for no good reason.
 - (b) ABODE is not notified within 7 days of the termination of the appointment together with the reasons for it.
 - (c) The fee is not paid to ABODE within 28 days of the tendering of the invoice.
 - (d) The clause of termination has no bearing on the candidates qualification, capability or conduct.
 - (e) The candidate is made redundant.
16. This agreement shall be governed and construed in accordance with English Law and the English courts shall have exclusive jurisdiction
 17. No variation of these Terms shall be valid unless approved in writing by ABODE.
 18. The interviewing by the client of a candidate introduced by ABODE is taken to be acceptance of these terms.

Signature

Date

Name