

TERMS AND CONDITIONS OF BUSINESS

INTRODUCTION OF STAFF



1. These Terms and Conditions of Business are between Zing Recruitment Group Ltd (incorporating Zing Fintech Ltd, ZRGSOLUTIONS Ltd, and Julius Parker International Ltd) whose registered office address is 27 Old Gloucester Street, London, WC1X 3AX, hereinafter called "Zing" and the Employer, hereinafter called "the Client". These terms are deemed to be accepted by the Client by virtue of an interview or the engagement (which term includes employment or use of), whether under a contract of service or services, of a candidate introduced by Zing.
2. These terms apply to the introduction of candidates.
3. The Client agrees to:
 - i) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
 - ii) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
 - iii) To pay the introduction fee within 14 days of receipt of the invoice.
4. The fee payable to Zing, by the Client for the introduction of an individual employed either as a member of permanent staff or engaged to work on a self employed basis, as a sub-contractor or consultant, is calculated as a percentage of the applicant's annual commencing salary (or our minimum fee of £5,000, whichever is the greater):

Fee: 22.5% of salary

5. If an Applicant terminates the Engagement within 12 weeks after the commencement date, for any reason (other than redundancy or the Applicant's death), Zing will refund a proportion of any Fee paid. The Rebate of the Fee shall be: 90% of the Fee if the termination takes place during the first two weeks after the commencement date of the Engagement, 80% during the third or fourth week, 60% during the fifth or sixth week, 40% during the seventh or eighth week, 20% during the ninth or tenth week, and 10% during the eleventh or twelfth week (zero Rebate once twelve weeks have elapsed). Any Rebate is conditional upon:
 - (a) The Fee and any other invoiced sum having been paid by the Due Date; and
 - (b) The Client notifying Zing in writing within 7 days of the termination and the reason for it;and
 - (c) The Applicant's not being re-engaged in any capacity by the Client or any parent, Subsidiary or associated company of the Client within twelve months of the Introduction. If the Applicant is re-engaged as set out in (c) above, the Client shall notify the Agency immediately and repay the refunded amount as if the date of notification was the Payment Date for the purposes of these terms.
6. Where an applicant is initially rejected by the Client or the applicant initially rejects the Client's offer of engagement, and is subsequently engaged by the Client, or any associated company or group of companies of the Client, in any capacity within 12 months after the initial introduction date by Zing, then the Client shall be liable to pay the fee arising from such an engagement in accordance with paragraph 4. "associated company" shall mean any associated company of the Client within the meaning of the Client within the meaning of 5.4.16 of the Income & Corporation Taxes Act 1988.
7. 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 fee as set out in paragraph 4 above.
8. An introduction fee calculated in accordance with paragraph 4 of these Terms will be charged in relation to any candidate engaged as a consequence of or resulting from an introduction by or through Zing if that engagement is within a period of 12 months of the introduction.
9. Zing endeavors to make every reasonable effort to ensure the suitability of candidates selected on behalf of the Client. However, the Client is responsible for taking up references concerning a candidate's skills, qualification and general integrity, obtaining work permits and satisfying any medical requirements that may be required.
10. Zing shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from the introduction by Zing to the Client of any candidate or the engagement of any candidate by the Client.
11. No variation can be made to these terms of business without the written agreement from a Director of Zing.

Signed:..... Name:.....
For and on behalf of The Client Date:.....

Signed:..... Name:.....
For and on behalf of Zing Recruitment Date:.....
Group Ltd

