David Leslie Ltd
CONSTRUCTION RECRUITMENT SPECIALISTS

BUILDING | FIT-OUT | M&E BUILDING SERVICES

Terms and Conditions of Business

1. **General**

These terms govern the provision of Permanent Recruitment Services by David Leslie Ltd ("the Company"). These terms constitute a legally binding agreement between the parties. Any modifications or waivers must be agreed upon in writing by an authorised representative of David Leslie Ltd.

Summary: *This document is our formal agreement. Any changes must be agreed in writing.*

2. **Fees**

Fees are payable to the Company when a Candidate introduced by the Company commences employment with the Client. Our standard fee is 17.5% of the Candidate's basic annual salary. We are happy to discuss tailored fee arrangements to reflect your recruitment requirements and the scope of our working relationship. Any variation must be agreed in writing before interview arrangements. Non-payment of fees constitutes a material breach of contract. The Client shall not be entitled to withhold payment of any invoice by reason of any dispute, counterclaim, set-off, or alleged defect in the services provided.

Summary: *Our fees are agreed in advance and only payable once your new hire starts. Our standard rate is 17.5% of basic salary.*

3. **Notification**

The Client agrees to notify the Company of the Candidate's offered salary and proposed start date.

Summary: *We simply ask you to confirm the agreed salary and start date so we can invoice correctly.*

4. **Payment Terms & Invoicing**

Invoices are issued upon the Candidate's commencement of employment, with payment due within seven (7) days. Late payments incur interest at 8% per annum above the Bank of England's base rate under the Late Payment of Commercial Debts (Interest) Act 1998. The Company reserves the right to recover any unpaid fees and associated recovery costs.

Summary: *Invoices are due within 7 days of your new hire starting, ensuring a clear and straightforward process.*

5. **Early Termination & Rebate Policy**
   If the Candidate's employment terminates within the first seventeen (17) weeks of commencing employment with the Client, the Client may be entitled to a rebate in the form of a credit note (a non-cash refund), subject to the provisions of this clause. Any rebate shall be issued solely as a credit note against future recruitment services and shall not be redeemable for cash. The credit note has no expiry date and can be used against any future placement.

   The rebate shall only apply where the Candidate voluntarily leaves the Client's employment or is dismissed due to misconduct, dishonesty, or a demonstrable inability to perform the duties of the role for which they were recruited. No rebate shall be due where the termination results from redundancy, restructuring, budgetary constraints, changes in the Client's business requirements, withdrawal of the role, or any other decision made by the Client unrelated to the Candidate's conduct or capability.

   The rebate provisions contained within these Terms shall only apply where all invoices have been paid in full and within the agreed payment terms. Failure to make payment within the agreed payment terms shall automatically render any entitlement to a rebate, credit note, or refund null and void. Clients must also notify the Company within seven (7) working days of termination to claim a rebate.

   The Rebate Structure is as follows:

   - **Within 1 week: 100%**
   - **2 – 4 weeks: 75%**
   - **5 – 7 weeks: 50%**
   - **8 – 12 weeks: 25%**
   - **13 – 17 weeks: 10%**

   Summary: *Our sliding-scale rebate provides peace of mind in the unlikely event that a placement does not work out due to the Candidate leaving or proving unsuitable. Credit notes never expire and can be used against future recruitment services, provided invoices have been paid in full and within the agreed payment terms.*

6. **Introduction Protection Period & Restrictions**
   If you hire a Candidate we've introduced within nine (9) months of the introduction, our placement fee will apply. This ensures the investment we make in sourcing and presenting Candidates is fairly recognised.

   Summary: *If you hire a Candidate we've introduced within 9 months, our standard fee applies, protecting the investment we make in sourcing talent for you.*

7. **Indemnification & Liability**
   The Company and the Client mutually agree to indemnify each other against losses, claims, or damages arising directly from breach of contract, gross negligence, or fraudulent misrepresentation. Liability for indirect, consequential, or economic loss is expressly excluded. In the unlikely event of any liability arising, David Leslie Ltd's responsibility is capped at the total fees paid for the relevant placement.

   Summary: *Both parties agree to act fairly. In the unlikely event of any liability, it is capped at the total fees paid for the placement.*

8. **Governing Law & Dispute Resolution**
   These terms are governed by English law. In the event of a dispute, both parties agree to engage in good-faith negotiations before pursuing legal action. If unresolved, disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

   Summary: *We always aim to resolve matters amicably, but if required, these terms are governed by English law.*

9. **Confidentiality**
   Both parties agree to maintain confidentiality regarding all exchanged information, except where disclosure is legally required.

   Summary: *All information shared between us remains strictly confidential.*

10. **Acceptance of Terms**
    By instructing the Company to provide recruitment services, arranging an interview with a Candidate introduced by the Company, or engaging a Candidate introduced by the Company, the Client shall be deemed to have accepted these Terms in full.