



## PIMENTO PROJECT TERMS & CONDITIONS

- 1. Definitions:** 'Us' and 'We' Pimento Connection Ltd 'You' The person named overleaf as the client 'Candidate' any person that we put forward for a position with you for whatever role and on whatever terms, whether employed, sub-contracted or self-employed introduction: The provision of a name and or details of a Candidate whether in writing or orally and by whatever medium of communication 'Interview' any contact which takes place between you and any Candidate whether by face to face meeting, telephone contact or any other meeting or medium of communication 'Screened' the research into the employment history and background are researched prior to interview.
- 2. Entire agreement:** These are the Terms and Conditions of Pimento Connection Ltd, no variation to these terms will be accepted without written memorandum of understanding signed by both parties, where there is a conflict between any such written memorandum and these terms and conditions, these terms and conditions will take precedence.
- 3. Concluded agreement:** Upon signature of this document or Interview these Terms and Conditions will be deemed agreed and binding upon both parties and you will be liable to pay our fees in accordance with these.
- 4. Confidentiality and exclusivity:** Any introduction made by us is confidential and exclusive to you. You may not disclose or pass on any Candidate's details to any third party or connected enterprise without our written agreement.
- 5. Exclusions:** Whilst every effort is made to ensure that only suitable persons are selected and that their employment history and background are researched prior to introduction and to maintain an efficient service, we cannot accept any liability for any loss or damage howsoever caused arising from the introduction of any applicant, nor from any statement or representation made by or on behalf any applicant. We will never knowingly mislead you. Our responsibility is strictly limited to the Introduction of a Candidate, and the selection of a suitable person to fill the role is yours. We recommend you make all offers subject to satisfactory references which should be taken up directly, and to verify to your own satisfaction all statements made by or on behalf of any Candidate. In particular, you should ensure that any qualifications or medical or security requirements that may be required by law or otherwise, are satisfied. We will not be liable for any matter which was not within our own knowledge and belief.
- 6. Fee structure:** For permanent contracts, fees are based on a percentage of total first year remuneration payable and calculated as follows: **18% of total first year remuneration**. This is defined as annual basic salary plus any other guaranteed income payable such as car allowance and any bonuses paid in the first year of engagement of the successful candidate. All fees and expenses charged to UK clients are subject to VAT.
- 7. Payment:** You will be liable for our fees in accordance with the fee structure outlined above on appointment of a candidate. For advertised and search assignments, invoicing arrangements will be agreed prior to commencement of the assignment and will normally incorporate our out of pocket expenses. Out of pocket expenses will be invoiced in advance and must be paid on account prior to commencement of the work for you. The invoice for our recruitment services will be raised at the start of each chargeable project phase. Each invoice is **payable on receipt**.

The Granary, 5 Bonney's Yard, The Street, Eversley, Hampshire RG27 0PJ  
01252 933030 | [hello@pimentoconnection.com](mailto:hello@pimentoconnection.com)





**8. Project Delivery Schedule of Payment:**

Project Opened

Phase #1	Value Delivery		
Phase #2	Business Collaboration		
Phase #3	Recruitment Dynamics & Company Culture	Payment 1 of 3 due	1/3 total invoice
Phase #4	Offer & Negotiation	Payment 2 of 3 due	1/3 total invoice
Phase #5	Monitoring, Retrospectives & Closing	Payment 3 of 3 due	1/3 total invoice

Project Delivered

9. **Guarantee:** If an applicant's engagement with the client is lawfully terminated for any reason other than redundancy or the insolvency or cessation of trading of the employer within the period specified, the following rebates will apply:

Period of employment not exceeding:	<u>4 weeks</u>	<u>8 weeks</u>	<u>12 weeks</u>
% credit:	100%	30%	15%

Any rebate is conditional upon the client notifying us in writing of the fact within 7 days of termination and all monies due having been paid, in accordance with the terms and conditions.

10. **Variation:** Any variation of these terms must be agreed in writing by post or e-mail, by both one of our directors and you, to be effective.

11. **Code of conduct:** We provide the highest level of service to both candidates and clients at all times. No details of candidates are submitted to the client or any other third party without the express permission of the candidate. All candidates are interviewed by us before submission and client interview.

We look forward to working with you.

**Signed for and on behalf of Pimento Connection**

**Caroline Bentley, CEO**

**Signed for and on behalf of**

**Name:**

**Signature:**

**Date:**

The Granary, 5 Bonney's Yard, The Street, Eversley, Hampshire RG27 0PJ  
01252 933030 | [hello@pimentoconnection.com](mailto:hello@pimentoconnection.com)