



Terms of Business – Mesh Talent

“Candidate” means the person introduced by Mesh Talent to the Client for an engagement including any members of Mesh Talent’s own staff. “Client” means the person, firm or corporate body (together with any parent, subsidiary or associated company) to whom the Candidate is introduced. The term “Client” will also include any third party to whom the Client introduces the Candidate. “Engagement” means the engagement, employment or use of the Candidate by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement. “Introduction” means the Client’s interview of a Candidate in person or by telephone, following the Client’s instruction to Mesh Talent to search for a Candidate; or the passing to the Client of a curriculum vitae or other information which identifies the Candidate and which leads to an engagement of that Candidate by the Client.

Search Fee: the search fee only becomes payable when a Candidate Mesh Talent has introduced to the Client (or a third party via the Client) commences employment. The Mesh Talent fee depends on the starting salary as shown in the table and will be applied to the annual starting salary plus taxable benefits.

Fee Schedule:

15% up to £29,999
18% from £30,000 to £49,999
20% from £50,000-£69,999
25% £70k +

Retainer structure: [If a Retainer is agreed the] [The] invoice is payable in three stages, based on the anticipated average earnings of the Candidate. (Should the successful Candidate be placed on a higher or lower salary than was originally agreed, the final invoice will be adjusted accordingly). The fee is payable in three stages: a) retainer signed off by the Client to enlist Mesh Talent (1/3 of fee): this is non-refundable; b) shortlist (1/3 of fee): this stage becomes payable once Mesh Talent has provided at least two Candidates who match the original agreed brief from the Client. (Dates for a suitable shortlist presentation time are agreed in advance and the shortlist will be prepared following Mesh Talent’s advertising, interviewing and selection process. On agreement of the shortlist, the shortlist fee is non-refundable.); and c) placement (1/3 of fee): this final stage is payable only when one of Mesh Talent’s Candidates commences employment with the Client.

Advertising: having agreed upon the most effective publication in which to advertise the Client’s vacancy, Mesh Talent will present the Client with a media schedule and corresponding costs. On approval Mesh Talent will undertake to design and write the advertisement, as well as buy the media space. The Client is responsible for advertising costs plus any artwork/production costs.

Fixed Term Engagements: Where Mesh Talent is asked to supply Candidates for an engagement of less than one year the fee charged will be as follows: a) less than 6 months – 50% of the permanent placement fee b) 6-12 months – the fee will be charged in proportion to the number of months of the engagement (eg- 8 month engagement will be charged at 8/12ths of the permanent fee). There is no guarantee period for fixed term engagements.

General Information Introductions - the information regarding Candidates provided by Mesh Talent is given in good faith. It is the same as provided to Mesh Talent by the Candidates in the form of their

curriculum vitae and at interview, and is confidential. Mesh Talent accept no responsibility for any inaccuracies. Mesh Talent endeavours to ensure the suitability of any Candidate introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Candidate and shall take up any references provided by the Candidate and/or Mesh Talent before engaging such Candidate. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations, and/or investigations into the medical history of the candidate. The Client must also inform Mesh Talent of the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law (of the country in which the Candidate is engaged to work), or by any professional body, for a Candidate to possess.

Notification: the Client agrees to: a) notify Mesh Talent immediately of any offer of an engagement which the Client makes to the candidate, b) notify Mesh Talent immediately that its offer of an engagement to the Candidate has been accepted and to provide details of the remuneration to Mesh Talent, and c) pay Mesh Talent's fee within 14 days of the date of the invoice.

Validity of introduction: Candidate introductions to Clients are valid for one year. In the event of the Client employing a Candidate within one year of Mesh Talent presenting their curriculum vitae to the Client, a full placement fee will become payable.

Guarantee - Search: in the event of Mesh Talent's Candidate leaving the Client during the first 30 days of their employment (including weekends), Mesh Talent will refund 75% of the placement fee; after 2 months it will refund 50% of the fee, and up to 3 months 25% of the fee. After the Candidate has completed 3 months no rebate is available. The refund does not apply in the case of a person being made redundant or in the material physical or mental disability of the Candidate.

Overdue accounts: Mesh Talent reserves the right to charge interest at the rate of 2% per annum above the base rate of the Bank of England from the due date to the date of payment.

Acceptance: the arrangement by Mesh Talent of an interview of a Candidate introduced by Mesh Talent, or a request by the Client to interview a Candidate whose details have been communicated verbally or in writing to the Client shall be deemed to imply unconditional acceptance of these terms and conditions.

Risk Assessment – the Client confirms that it has performed an appropriate risk assessment of its premises and there are no matters that need to be brought to the attention of Mesh Talent in relation to the introduction of Candidates and their employment by the Client.

Variations: these terms cannot be varied save in writing by Mesh Talent.

Terms Of Payment: Payment is due within 14 days of the invoice date.

Liability: Mesh Talent shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by you arising from or in any way connected with Mesh Talent seeking a Candidate for you or from the introduction to or engagement of any Candidate by you or from the failure of Mesh Talent to introduce any Candidate. For the avoidance of doubt, Mesh Talent does not exclude liability for death or personal injury arising from its own negligence.

Law: These terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

Name: _____

Contact Name: _____

Signature: _____

Date _____