

Client Agreement – Introduction & Defined Terms

These Terms and Conditions of Business are between Portman Financial People Limited (the “Company”) and the prospective employer (the “Client”) and are deemed to be accepted by the Client by virtue of any form of contact (including an interview and/or an offer of employment) with an Applicant. These Terms & Conditions of Business cannot be modified or varied except with the written agreement of one of the Directors of the Company.

- “Introduction” means any form of contact between an Applicant and the Client which has been brought about by the Company whether directly or indirectly through a third party referral, and whether or not the Client previously knew of the Applicant. “Introduces” and “Introduced” shall be construed accordingly.
- “Applicant” is any person who has been “Introduced” to the client with a view to the Client hiring the Applicant and who is subsequently hired on either a PAYE direct employment basis, as self-employed, sub-contracting, consultancy, through a limited company which the Applicant is an employee or director of or via a third party arrangement.
- “Retained Recruitment” – Where the Company is instructed to assist the Client in recruiting persons for one or more positions on a retained basis (a “Retained Assignment”); whereby the Client agrees to pay an Introduction Fee prior to commencement, as estimated by the Company and agreed with the Client in accordance with Clauses 3, 4 & 5.

Terms of Business

Terms of Business as below relate to our Retained search and selection services. We also offer contingency (results only) recruitment services, Terms and conditions available upon request.

1. Fees are payable as per clause 3 below, and are applicable when an Applicant introduced by Portman Financial People Limited is hired or otherwise engaged for their services whether as a direct employee, or Consultant or by contract for services through a third party. Information on Applicants is strictly confidential and should not be disclosed to a third party without prior agreement. In the event of such disclosure, a fee is also payable by any company which directly or indirectly recommends our Applicant to another division or employer and that Applicant is subsequently hired or otherwise engaged for their services, within 12 months of the introduction. Acceptance of our introduction of an Applicant for a current or future opening supersedes any prior contact with or knowledge of that Applicant.
2. Direct CVs or other direct applications; in order that we can conduct a professional search we ask that any and all CV’s from other sources are forwarded to us for inclusion in the search process.
3. Fees are calculated in accordance with the table below.

Role	Fee
Administrator	£3,000
Office Manager	£4,000
Paraplanner	£4,500
Senior Paraplanner	£5,000
Compliance Staff	£5,000
Adviser	£6,000
Self-employed Adviser	£8,000

4. Should Portman Financial People Limited identify an Applicant working for a daughter or associated company of the client company not already under consideration by the client, whom the client agrees to interview, a full fee is payable as per clause 3.

If as a result of a retained assignment, a Client engages an additional Applicant(s) submitted within the same shortlist on a Retained Assignment, then the Total fee as described in the table above is payable immediately upon engagement of the Applicant(s); i.e 35 per cent (band 2) or 30 percent (band 1) unless otherwise agreed.

4.1 INTRODUCTORY FEE: On occasions where we Introduce an Applicant to a new or existing Client; acting as representatives of that Applicant with no previously agreed terms an introductory fee is payable in line with Clause 3 above.

4.2 EXPENSES: All pre-agreed costs, travel / interview and off site expenses due to Applicants will be reimbursed directly to Applicants by the client. If Portman Financial People Limited agrees to make such arrangements on their own account on behalf of the client, invoices are re-charged at cost plus VAT or other taxes charged at the prevailing rate.

4.3 CANCELLATION: Cancellation of instructions after expenses are incurred will only be accepted where we are able to receive a rebate for these expenses.

4.4 PAYMENT TERMS: 7 days from invoice date. Portman Financial People Limited reserve the right to charge interest on all outstanding invoices at 5% above the prevailing UK Bank Base Rate, plus a collection charge or to apply the prevailing EU statutory right to interest on overdue debt. Failure to pay by due date voids access to free replacement as per clause 5 below.

5. REPLACEMENT OF UNSUITABLE APPLICANTS.

We realise that hiring decisions can be difficult, despite interviews by skilled Managers in your company, mistakes are still made. We also understand the financial impact that a poor hire can have upon your business, as such we are proud to offer a no quibble, 'replace for free' policy covering the first 90 days of employment of one of our Applicants. This is a completely free like for like replacement; where we will provide additional Applicants at no extra fees, where the Applicants leaves of their own volition or they are fired for non-performance. We don't offer unlimited replacements for free, but we accept that we share responsibility for the hire, even if we are not making the final decision we will work with you in resolving any problems that arise in the same manner as we would like to be treated. As a referral based business we depend on your recommendations and if your expectations are fair, we will always aim to satisfy these.

6. When an offer of employment has been made in writing by the Client and is subsequently withdrawn by the Client after a written acceptance by the Applicant and through no fault of the Applicant, the Client shall pay the full fee in accordance with Clause 3 above.

7. Portman Financial People Limited endeavours to ensure the suitability of any Applicant introduced to the Client but the Client is responsible for taking up references concerning an Applicant's skills, qualifications and integrity; obtaining work permits and satisfying any medical or legal requirements and must otherwise satisfy itself as to the suitability of an Applicant before offering to engage them. Portman Financial People Limited shall not be liable under any circumstances for any loss, damage, delay or expense suffered or incurred by the Client arising from or in any way connected to Portman Financial People Limited seeking an Applicant for the Client or the introduction by Portman Financial People Limited of any Applicant or the engagement of any Applicant.

8. Where a retained assignment is cancelled by the Client, or if in the reasonable opinion of Portman Financial People Limited the Client materially alters its requirements before the shortlist is agreed, a cancellation fee of 50% of the shortlist fee is payable. If cancellation occurs after shortlist and before completion then 50% of the completion fee is payable.

These Terms and Conditions shall be governed and construed in accordance with English Law, and the parties submit to the jurisdiction of the English Courts.