

TERMS OF BUSINESS / ENGAGEMENT

RECRUITMENT 'BY THE HOUR'

1 DEFINITION

1.1 In these Terms of Business the following definitions apply:-

By the Hour	Fees charged by the hour, in accordance with the Schedule of Fees, from the date of signing the Acceptance of Engagement in relation to the advertisement, promotion, client liaison, interview, competency testing, reporting and any other ancillary tasks to facilitate the identification and presentation of Candidates to fill the Vacant Position
Candidate(s)	Candidate(s) deemed by Resolve to fulfil the criteria for the Vacant Position as set out by the Client
Client or You or Your	the company, firm, person (or any associated or subsidiary entity including any employees or associated persons) as detailed within the Acceptance of Engagement section of these Terms of Business.
Engagement, Engaging or Engaged	the Engagement of Resolve to assist with the identification of suitable candidates to fill a Vacant Position(s) , permanent or temporary, full or part time
Resolve Recruitment Form	The form required to be completed and returned with Section 1 fully completed in relation to the vacancy prior to any recruitment work being undertaken
Resolve, Us or the Company	Resolve Partners Limited, a Guernsey company with registration number 59618 of Ashbourne, Brock Road, St Peter Port, Guernsey GY1 1RS
Schedule of Fees	£150 per hour plus external disbursements as agreed with the client in writing. No charge will be made for minor incidentals including photocopying.
Terms of Business	The terms of Business as set out in this document in its entirety
Vacant Position	the full or part time, temporary or permanent position for which Resolve is Engaged as detailed in the 'Resolve Recruitment Form Vacancy Details'

2 THE APPOINTMENT

- 2.1 By Engaging Resolve you appoint Us (and are deemed to have accepted these Terms of Business), to assist with the search, identification, selection, Interview and presentation to You of suitable Candidates using a variety of search and find opportunities (including but not limited to Linked-In, direct approach and external advertising) to fill a Vacant Position.
- 2.2 Further, Resolve undertake to provide competency testing, tailored to the role, to assist in the identification of suitable candidates.
- 2.3 Resolve may seek to fill more than one Vacant Position as notified by the Client simultaneously at no additional charge other than in accordance with the Schedule of Fees. Details of the multiple positions should be notified to Resolve via the Resolve Recruitment Form.

3 FEES

- 3.1 You agree to pay fees in accordance with the Schedule of Fees and undertake to inform Resolve Immediately if the Vacant Position is filled by You or Your agent directly or to inform Resolve if the Vacant Position is withdrawn.
- 3.2 You understand that By the Hour fees are incurred in relation to each hour, or part hour thereof, irrespective of whether a candidate is successfully identified by Resolve or any offer of employment made by the Client to any Candidate identified by Resolve in relation to the Vacant Position.
- 3.3 Fees will be invoiced on or around 14th and 28th of each month in accordance with the Schedule of Fees and You agree to pay within 14 days of invoice.
- 3.4 Resolve reserve the right to charge 5% per month on unpaid invoices if invoices remain unpaid 14 days or more after the due date. Such interest to be charged from the date the invoice was due.
- 3.5 Resolve undertake to stop work immediately upon notification of the Vacant Position being filled by You or otherwise withdrawn, other than to inform all parties of the updated position, the costs of such time incurred being chargeable.

4 SUITABILITY AND REFERENCES

- 4.1 Resolve undertake to endeavour to ensure that Candidates recommended for interview and/or an offer of employment by You are suitable for the Vacant Position however You acknowledge that the final decision is Yours.
- 4.2 You undertake to take up references on any Candidate(s) selected for an offer of employment and acknowledge that Resolve will only take up references upon request.
- 4.3 You acknowledge that You are responsible for obtaining any housing or other permits in relation to the employment of any Candidate.
- 4.4 You further acknowledge that should the Candidate be required to hold any specific qualification to fill the Vacant Position that you inform Resolve prior to commencement of the Engagement. Resolve will endeavour to ensure that the Candidate holds such qualification however You acknowledge that you hold ultimate responsibility for compliance with your requirements to any relevant authority.
- 4.5 You further acknowledge that you are responsible for carrying out any employee screening or obtaining any police check that might be required.

5 LIABILITY

- 5.1 Resolve shall not be held liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct or indirect) incurred by You or any other party arising from the Engagement.
- 5.2 Resolve undertake to endeavour to ensure that all information presented to you is accurate and up to date, however you acknowledge that in relation to the Engagement a material element of the information presented to You will come from Candidates and taken in good faith.

6 CONFIDENTIALITY

- 6.1 You acknowledge that these Terms of Business are confidential and that release to any party outside of the parties to this agreement, by any method, including (but not limited to) emailing, posting, copying or photographing is strictly prohibited.
- 6.2 Further, You acknowledge that information presented to you in relation to Candidates is deemed confidential and You should not release or disclose this information to any third party without the express consent of the Candidate.
- 6.3 The contents of clause 6 continue after the end of the Engagement and You agree to destroy all information on unsuccessful Candidates (where no offer of employment was made or accepted) within 3 months of the end of the Engagement howsoever caused.
- 6.4 You agree that you are aware of your responsibilities under the Data Protection (Bailiwick of Guernsey) Law, 2001 as amended from time to time.

7 LAW

These Terms of Business are governed by the laws of Guernsey and any dispute shall be heard in the island of Guernsey.

8 MISCELLANEOUS

Any amendment to the terms contained within the Terms of Business must be agreed between You and Resolve and evidenced in writing.

ACCEPTANCE OF ENGAGEMENT

Name:

Company:

Address:

I confirm that I am authorised on behalf of the above Client to enter into this agreement.

Signed:

Date: