

Recruitment Services – Terms & Conditions (T&Cs)

Grasp intends to fill vacancies for employers according to the conditions and requirements set forth below:

Definitions:

In these terms of business "Grasp" whose registered office is at 123/10 Main Street, Gibraltar and the "Customer" is any company, partnership, association, firm, public authority or individual who requests recruitment services from Grasp or whom an applicant is introduced.

The following definitions also apply:

"Applicant" refers to any person introduced by Grasp to the customer.

"Recruit" refers to an applicant who is subsequently engaged by the Customer either as an employee or under a Contract of Service or as an agent.

"Remuneration" is deemed to be the Recruit's annual basic salary together with all taxable emoluments. If the Recruit is not engaged as an employee of the Customer, Remuneration is deemed to be made to the Recruit for the services provided for the first year.

1. Acceptance

1.1 The Customer is deemed to have accepted these terms of business if the Customer or any of the Customers employees or representatives either interviews or engages an Applicant or requests Grasp to perform one of its recruitment services.

2. Customer's Responsibilities

2.1 The Customer agrees to inform Grasp in writing or by email of the engagement of an Applicant immediately upon such engagement and shall pay the Fee (as calculated in accordance with Clause 3 of the terms and conditions).

2.2 Introductions of Applicants by Grasp are confidential. If within four months of the introduction the Customer or one of its employees introduces an Applicant to any third party who subsequently engages the Applicant, the Customer will pay the Fee (as calculated in accordance with Clause 3 of these terms and conditions).

2.3 The Customer shall be responsible for any expenses incurred by Applicants during the interview process whether or not an Applicant is engaged.

2.4 Grasp offers candidate profiling but does not guarantee that these are in line with the profiling of the Customer. The Customer agrees therefore, taking up all necessary references and Verifying the skills, qualifications, experience, integrity, references and suitability of the applicant prior to them commencing work and for obtaining work permits and satisfying any medical requirements in their usual format.

2.4.1 prior to them commencing work.

2.4.2 Verifying the accuracy and completeness of the information referred to at (2.4) hereof.

2.5. Grasp shall bear no responsibility for any loss, damage, expense, delay, loss of profits or liability suffered or incurred by the Customer by any reason of the lack of skills, qualifications, experience, integrity or suitability of the Applicant or by reason of the inaccuracy or incompleteness of the information referred to at Clause 5 hereof or any references of the Applicant or by reason of the selection of the Applicant by Grasp.

2.6 The Customer shall be responsible for the cost of any additional psychometric assessment or check above those included in Grasp candidate profiling.

3. Fees

3.1 The Fee payable to Grasp upon engagement of an Applicant (the "Fee") is calculated in accordance with the following scale:

Permanent placement:

Remuneration / Fee:

£nil – £20,000 / £1500

£20,000 and above / 12.5% remuneration

Temporary placement:

Hourly rate x hours worked per Applicant as per the pricing list in the recruitment proposal.

The Fee will be invoiced on the day the Recruit commences for the Customer or the day of the event/shift for temporary contracts or the last day of the month for regular temp workers.

4. Payment

4.1 Grasp shall invoice the Customer for all charges mentioned in these terms and conditions as soon as the associated costs have been charged to Grasp.

4.2 The Customer agrees to pay all invoices from Grasp within 10 days of the due date shown on the invoice.

4.3 In the absence of prior written agreement to the contrary, payment of our charges is required on receipt of our invoice. Failure to make payment within 28 days of the due date will result in an 8% surcharge on outstanding balance.

5. Guarantees & Rebates:

5.1 Rebates are only offered on % fee recruitment service.

- a) No additional Fee will be charged if the Customer recruits a replacement Recruit within 28 days of notification of the termination of the agreement or
- b) If Grasp is unable to propose further Applicants within the 28 days the Customer will receive a rebate in accordance with the scale set out below:

Period of Employment / Rebate (% of Fee):

Up to 2 weeks / 100%

Up to 6 weeks / 50%

Above 6 weeks / no refund

5.3 The above guarantee period will also only operate if Grasp receives written advice of the termination of the engagement within seven days.

6. Cancellations

6.1 Temporary staff cancellations made up to 48hrs before the event/shift start time are free of charge.

6.2 Temporary staff cancellations made with a notice of less than 48hrs before the event/shift start time are charged with a minimum 4hr shift per applicant booked.

6.3 Cancelling of a contingency of fixed fee role will be charged a £20 Cancellation fee

7. Emergency contact for Temporary Staff

7.1 In the event there is a need for a Grasp Applicant to be looked after by the emergency services Grasp will pass on the necessary Emergency contact details submitted by the Applicant at the time of joining Grasp.

8. NON-SOLICITATION

We agree We will not solicit or entice the person who is the subject of a Placement to leave Your employment. For the avoidance of doubt, where such a person either (a) responds to a bona fide employment advertisement which is targeted at the general public or (b) contacts Us on their own initiative without any direct or indirect solicitation by Us or Our representatives, this would not represent breach of this provision.

9. IP RIGHTS

We confirm that all copyright, trade marks (registered or unregistered), logos or any other rights in Your or any associated company's material (Intellectual Property) will remain Yours or any associated company's sole and exclusive property, and We will not acquire any rights or interests in the same.

Neither party will publish any statement or issue any press release regarding nor will use the others name, marks or intellectual property in any advertising or other media without such party's prior consent.

10. LIABILITY

You agree to indemnify Us for and against all claims, demands, fines, causes of action, liability, damages and external legal fees arising from the Data for the purposes of this Agreement.

Our liability is limited to the conditions set out in this Agreement and Our only financial implication to You is the Refunded Fees if applicable.

11. TERMINATION

Either party may terminate this Agreement upon 7 days written notice. In addition, either party can terminate this Agreement immediately without notice if: (a) Either party is in breach of any provision this Agreement; or (b) A party is declared insolvent, enters into liquidation or any arrangement or composition with its creditors or if a receiver or administrator or administrative receiver is appointed against its assets or business.

12. NON-ASSIGNMENT

Neither party shall assign or sub-contract this Agreement or any part of it without the others prior written consent.

13. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between parties and supersedes any previous oral or written understandings, commitments, agreements or representations.

14. LAW

This Agreement is governed by the laws of Gibraltar and is subject to the exclusive jurisdictions of the Courts of Gibraltar in respect of any dispute arising out of or in connection with this Agreement