



General Terms of Business

Effective Date: 01 January 2026

These Terms apply where no Client-specific terms ("Schedule A") have been agreed, or where Schedule A is silent.

1. Definitions

In these Terms:

- **Client** means the employer together with any subsidiary or associated company as defined by the Companies Act 2006.
- **Candidate** means any individual introduced by the Agency to the Client.
- **Agency** means Howard James Limited or Howard James Recruitment Training Ltd.
- **Introduction** means the provision of any information by the Agency to the Client relating to a Candidate, whether orally or in writing, which enables the Client to identify the Candidate.
- **Engagement** means the employment, hire, or use of a Candidate by the Client or any third party to whom the Candidate has been introduced, whether directly or indirectly.
- **Temporary Worker** means a Candidate supplied by the Agency to work on a Temporary Assignment.
- **Temporary Assignment** means the period during which a Temporary Worker is supplied to provide services to the Client.
- **Schedule A** means any document issued by the Agency to the Client via email confirming agreed Client-specific fees or commercial terms. In the event of any conflict or inconsistency, Schedule A shall take precedence over these Terms.

2. Application of Terms

2.1 These General Terms of Business apply to all services provided by the Agency **unless and to the extent that alternative terms have been agreed in writing in Schedule A.**

2.2 Where Schedule A has been issued:

- The terms within Schedule A shall take precedence over these Terms; and
- These Terms shall continue to apply to all matters not covered within Schedule A.

2.3 Acceptance of a Candidate introduction, interview, or Engagement of a Candidate (including a Temporary Worker) shall constitute acceptance of these Terms and, where applicable, Schedule A.

2.4 These Terms shall prevail over any terms proposed by the Client unless expressly agreed in writing by a director of the Agency.

2.5 These Terms shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the jurisdiction of the English courts.

3. Liability

3.1 The Agency shall use reasonable endeavours to ensure the suitability of any Candidate introduced but does not guarantee suitability, qualifications, or experience.

3.2 The Agency does not independently verify references unless expressly agreed in writing.

3.3 The Client is responsible for satisfying itself as to the suitability of any Candidate and for obtaining any necessary references, qualifications, or permissions.

3.4 Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence or for any other liability which cannot be excluded by law.

3.5 Subject to clause 3.4, the Agency shall not be liable for any indirect or consequential loss, including loss of profits, revenue, or business.

4. Fees and Payment

4.1 All fees are subject to VAT at the prevailing rate.

4.2 Unless otherwise agreed in Schedule A, invoices are payable within **7 days** of the invoice date.

4.3 The Agency reserves the right to charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5. Permanent Placements

5.1 An introduction fee is payable if a Candidate is Engaged within **12 months** of the Introduction.

5.2 The introduction fee shall be calculated as a percentage of the Candidate's total annual remuneration.

5.3 **Remuneration** includes basic salary, guaranteed bonuses, allowances, and taxable benefits. A company car will be valued at £4,000 where applicable.

5.4 Default Fee Structure -

Unless otherwise agreed in Schedule A: £0 – £20,000: 20%, £20,001 – £40,000: 30%, £40,001+: 40%

5.5 Commission-only roles will incur a minimum fee of £4,000.

5.6 Where a Candidate is Engaged by a third party following an Introduction, the Client remains liable for the fee.

5.7 If the Client engages an employee of the Agency, a fee of **50% of annual salary** will apply.



6. Rebate (Permanent Placements)

6.1 Unless otherwise agreed in Schedule A, if a Candidate leaves within **2 weeks** of commencement, the Agency will use reasonable efforts to provide a suitable replacement Candidate.

6.2 Any amendments to the provisions set out in clause 6.1, including any alternative rebate, refund, or replacement arrangements, will be agreed in writing and confirmed within Schedule A.

6.3 Rebates or replacements do not apply to temporary, temporary-to-permanent or permanent-temporary placements unless agreed in Schedule A.

6.4 Any right to a replacement is conditional upon full payment of the original invoice within agreed terms.

7. Temporary Assignments

7.1 The Client agrees to pay the charges notified by the Agency.

7.2 Charges include remuneration, statutory contributions, and Agency commission.

7.3 Unless otherwise agreed in Schedule A, invoices will be issued weekly and are payable in accordance with agreed terms.

7.4 No rebate applies to temporary assignments unless agreed in Schedule A.

7.5 Unless otherwise agreed in Schedule A, a minimum charge of **8 hours** may apply where an assignment is cancelled after commencement.

8. Temporary Worker Responsibilities

8.1 Temporary Workers are engaged by the Agency but will work under the supervision, direction, and control of the Client.

8.2 The Client is responsible for:

- Supervision and direction
- Health and safety compliance
- Ensuring suitable working conditions
- Any acts or omissions of the Temporary Worker during the assignment

8.3 The Client must hold appropriate Employers' Liability and Public Liability insurance.

8.4 The Client shall comply with all applicable legislation, including the Working Time Regulations.

9. Timesheets

9.1 The Client shall verify hours worked by approving timesheets.

9.2 Failure to sign timesheets does not affect the Client's obligation to pay for hours worked.

10. Temporary to Permanent Engagements

10.1 If a Temporary Worker is Engaged by the Client within **12 months**, a permanent placement fee will apply unless otherwise agreed in Schedule A.

10.2 The Client must provide **7 days' written notice** prior to engaging a Temporary Worker permanently unless otherwise agreed in Schedule A.

10.3 No rebate applies to such placements unless agreed in Schedule A.

11. Termination of Assignments

11.1 Any party may terminate a Temporary Assignment at any time.

11.2 The Client remains liable for all work completed up to the point of termination.

12. Indemnity

12.1 The Client shall indemnify the Agency against any claims, losses, damages, or liabilities arising from:

- The Client's breach of these Terms
- The Client's use or supervision of a Temporary Worker

13. Amendments

13.1 These Terms supersede all previous versions.

13.2 The Agency may update these Terms from time to time. Updated versions will be made available on the Agency's website.

13.3 Any agreed Schedule A terms will remain unaffected unless otherwise agreed.

14. Entire Agreement

14.1 These Terms, together with any applicable Schedule A, constitute the entire agreement between the parties.