



Permanent Recruitment. Terms & Conditions



*Interviewing a candidate
is deemed acceptance of these
terms and conditions.*

1) Definitions

In these terms and conditions, the following definitions apply:

- a) The “Company” means Oyster Partnership Limited
- b) The “Client” means
- c) “Applicant” means the person introduced by the Company to the Client including any members of the Company’s own staff.
- d) “Introduction” means the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of the Applicant by the Client.
- e) “Engagement” means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under contract of services or for services; under an agency, license, franchise or partnership agreement; or any other engagement.
- f) “Remuneration” includes base salary, guaranteed bonus, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the Client, a notional amount of €7,500 will be added to the salary in order to calculate the Company’s fee.

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in these terms are for convenience only and do not affect their interpretation.

2) The Contract

- a) These terms are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Applicant.
- b) No variation or alteration to these terms shall be valid unless approved by a director of the Company in writing.
- c) Unless otherwise agreed in writing by the Company, these terms prevail over any terms of business or purchase conditions proffered by the Client.

3) Notification

The Client agrees to:

- a) Notify the Company immediately of any offer of an Engagement which it makes to the Applicant.
- b) Notify the Company that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company.

4) Fees

- a) The fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

Salary Range	Fee
Up to €49,999	25%
€50,000- €84,999	30%
€85,000 and over	35%

- b) No fee is incurred by the Client until the candidate signs an Agreement for Engagement when an invoice will be raised for the relevant amount + VAT. The fee is payable within 30 days.
- c) We have a minimum fee policy of €12,500 to work on an assignment
- d) For Clients based in countries in the Euro zone - where the official currency is Euros – invoices for fees will be issued in Euros and payment must be received in Euros, unless agreed otherwise.

For Clients based in the UK and all other countries outside the Euro zone invoices for fees will be issued in Sterling and payment must be received in Sterling, unless agreed otherwise.

5) Refund Guarantees

- a) In order to qualify for the following guarantees, the Client must pay the Company's fee within 30 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.
- b) If the Engagement terminates before the expiry of the 8 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the Client will be given a replacement free of charge. If Oyster are unable to find a replacement, a refund will be given in the following amounts:

Dauer der Anstellung	Gebühr
Week 1	100%
Week 2	85%
Week 3	75%
Week 4	60%
Week 5	40%
Week 6	30%
Week 7	20%
Week 8	10%

- c) Should the Client or any subsidiary of the Client subsequently re-engage the Applicant within the period of 6 months from the date of termination of the Engagement a full fee calculated in accordance with clause 4(a) above becomes payable, with no entitlement to the refund

6) Introductions

- a) An introduction fee calculated in accordance with clause 4(a) will be charged in relation to any applicant engaged as a consequence of or resulting from an Introduction by or through the Company, whether direct or indirect, within 12 months of the Company's Introduction.
- b) Introductions of Applicants are confidential. The disclosure by the client to a third party of any details regarding an Applicant which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Company's fee as set out on clause 4(a) with no entitlement to any refund.

7) Suitability

The Company endeavours to ensure the suitability of any Applicant introduced to the Client and will make all reasonable enquiries into the Applicant's personal history. Nevertheless, the Client is recommended to take up references independently and to satisfy itself as to the suitability of the Applicant. 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 any Applicant and satisfying any medical and other requirements or qualifications required by law or the country in which the Applicant is engaged to work.

8) Bribery Act

Both parties warrant that they and their officers and employees shall comply with all applicable country laws relating to anti-corruption and anti-bribery, including the US Foreign Corrupt Practices Act and the UK Bribery Act; and not perform, offer, give and receive bribes or commit any corrupt actions in relation to the procurement or performance of this Agreement. For the purposes of this clause, "bribes or corrupt actions" means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws.

9) Liability

The Company 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 the Client arising from or in any way connected with the Company seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

10) Law

These Terms are governed by German Law and are subject to the exclusive jurisdiction of the German Courts.

Oyster Partnership Limited

Name:

Robert Murray

Signature:



Title:

Director

Date:

Name:

Title:

Signature:

Date:

oyster

oysterpartnership.com