

Jam IT Consultancy Ltd.
Ceders,
38 London Road
ME2 3HS



02084603050



www.jamitc.co.uk



info@jamitc.co.uk



Terms & Conditions of Business

Date: xx/xx/xxxx

JAM Management Consultancy Ltd will work with xxx xxx (Hereinafter called 'The Client') at a first placement rate of 10%, there after a rate of 17% set for the next 2 years.

JAM MANAGEMENT CONSULTANCY LTD TERMS & CONDITIONS OF BUSINESS.

1. THE FOLLOWING TERMS & CONDITIONS ARE THE ONLY TERMS & CONDITIONS OF BUSINESS OF JAM I.T CONSULTANCY LTD (THE COMPANY). IN THE ABSENCE OF ANY EXPRESS OR IMPLIED PRIOR ACCEPTANCE OF THESE TERMS & CONDITIONS OF THE BUSINESS BY THE EMPLOYER (THE CLIENT) THE CLIENT IS DEEMED TO AGREE AND ACCEPT THESE TERMS & CONDITIONS OF BUSINESS OF AN INTERVIEW. THE CLIENT SHALL DEEM INTERVIEWING OF A JAM I.T CONSULTANCY LTD CANDIDATE AN ACCEPTANCE OF THESE TERMS & CONDITIONS.
2. THE CLIENT SHALL NOT RE-ENGAGE THE CANDIDATE WITHIN 12 MONTHS AFTER THE CLIENT TERMINATES THE CANDIDATES EMPLOYMENT FOR WHATEVER THE REASON. JAM IT CONSULTANCY LTD WILL HAVE FULL OWNERSHIP OF THE CANDIDATE AFTER HIS/HER FIRST INTRODUCTION.
3. THE FEE PAYABLE BY THE CLIENT TO THE JAM IT CONSULTANCY IS FOR THE INTRODUCTION OF AN APPLICANT. THE WORD 'INTRODUCTION ' MEANS, FOR THE AVOIDANCE OF DOUBT, THE PRESENTATION WRITTEN OR ORAL OF THE APPLICANT BY THE COMPANY TO THE CLIENT FOR ENGAGEMENT, THE FEE BECOMES PAYABLE IF THE APPLICANT IS EMPLOYED BY THE CLIENT.
4. THE INTRODUCTION FEE PAYABLE BY THE CLIENT FOR THE INTRODUCTION OF AN APPLICANT RESULTING IN AN ENGAGEMENT. SALARY IS DEEMED TO GUARANTEED FOR A PERIOD OF LESS THAN 12 MONTHS OF THE ANNUAL SALARY WILL BE CALCULATED AS IF SUCH PAYMENT WERE GUARANTEED FOR THE ENTIRE 12 MONTHS PERIOD, PRO RATA.
5. WRITTEN CONFIRMATION MUST BE OBTAINED FROM A DIRECTOR OF THE COMPANY IN ORDER TO VARY ANY OF OUR TERMS & CONDITIONS OF BUSINESS.
6. THE COMPANY WILL ENDEAVOUR TO ENSURE THE SUITABILITY OF APPLICANTS INTRODUCED TO THE CLIENT. THE COMPANY DOES NOT PERSONALLY ESTABLISH REFERENCES, UNLESS REQUESTED BY THE CLIENT. THE CLIENT SHALL BE RESPONSIBLE FOR ENSURING SUCH QUALIFICATIONS AS ARE REQUIRED BY LAW AND THE COMPANY DOES NOT WARRANT THE APPLICANT SUITABILITY AND/OR QUALIFICATION.
7. THE COMPANY CAN ACCEPT NO LIABILITY OF ANY KIND FOR LOSS OR DAMAGE TO PROPERTY OR FOR ANY OTHER LOSS INCLUDE WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING LOSS OF PROFITS OR FOR ANY INJURY TO PERSONS ARISING DIRECTLY OR INDIRECTLY FROM ANY OMISSION OF ANY APPLICANT INTRODUCED TO THE COMPANY EVEN IF SUCH ACT OR OMISSION IS NEGLIGENT OR FRAUDULENT OR DISHONEST.

8. THE APPROPRIATE INTRODUCTION FEE IS PAYABLE BY THE CLIENT 14 DAYS UPON DATE OF INVOICE.

9. ONCE A PLACEMENT IS MADE THROUGH JAM IT CONSULTANCY LTD, AND IF THE CANDIDATE SHALL ELECT TO LEAVE WITHIN THE FIRST THREE MONTHS OF EMPLOYMENT THEN THE CLIENT SHALL RECEIVE THE FOLLOWING REBATE:

- 75% FULL REBATE IF CANDIDATE LEAVES WITHIN THE FIRST MONTH
- 50% FULL REBATE IF CANDIDATE LEAVES WITHIN THE SECOND MONTH
- 25% FULL REBATE IF CANDIDATE LEAVES WITHIN THE THIRD MONTH OR A SUITABLE REPLACEMENT WILL BE PROVIDED AT NO FURTHER COST

NO REBATE WILL BE GIVEN IN THE EVENT THAT THE CLIENT TERMINATES THE EMPLOYMENT OF THE CANDIDATE FOR WHATEVER REASON, OR IF FULL PAYMENT IS NOT RECEIVED WITHIN 7 DAYS, THE CLIENT SHALL NOT BE ELIGIBLE FOR ANY REBATE.

10. THE CLIENT SHALL NOTIFY JAM I.T CONSULTANCY LTD IN WRITING OF THE TERMINATION WITHIN 7 DAYS.

11. THE FEE HAS BEEN PAID IN FULL IN ACCORDANCE IN CLAUSE 4.

THE LAW OF ENGLAND WILL GOVERN THE INTERPRETATION & PERFORMANCE OF THESE TERMS & CONDITIONS.

Signed on behalf of The Client: 

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Date:/...../.....

Signed on behalf of JAM IT Consultancy Ltd:

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Date:/...../.....