

Our Service, Fees & Terms

Tigerlily
RECRUITMENT

www.tigerlilyrecruitment.co.uk



Our Service

What we do

Tigerlily Recruitment specialise in the recruitment of high quality Nursery Managers, Deputy Managers, Room Leaders and Early Years Practitioners.

We take great care to understand exactly the kind of people you are looking for on your team and remove all of the recruitment hassle for you.

Our Service

Our specialist consultants use all their experience and knowledge of the Early Years Sector to provide you with a fully inclusive recruitment service that covers:

- Candidate sourcing and initial screening interviews
- Candidate profiling
- Sending qualified and suitable CVs to you in a timely manner
- Collecting & verifying all references prior to interview / employment start date
- Arranging first interviews, stay-and-play trial sessions and all subsequent meetings
- Managing all offers, salary negotiations and employment details between the candidates and yourselves
- Confirming salaries, start dates and entitlements
- Overseeing the whole recruitment process for you to ensure it runs smoothly and without problems

Our guiding principle is to be professional, transparent, efficient and honest in everything we do. We pride ourselves on providing a thorough and professional recruitment process whilst representing the best interests of our clients and candidates at all times.



Fees for the introduction of permanent or fixed term Contract Staff (to be directly employed by the Client)

Permanent Nursery Staff

All permanent nursery placements will be subject to a one off recruitment fee based on the annual salary as follows:-

Nursery Nurse	10%
Team Leader/Supervisor	10%
Manager/Deputy	10%

Interim and Contract Nursery Staff

All interim and contract nursery placements will be subject to a one off recruitment fee as follows:-

1 - 2 month contract	£1,000
3 - 6 month contract	£1,500
7 - 12 months contract	£2,000

NOTE

Please note our payment terms are 14 days from date of invoice. Fees are subject to VAT at the standard rate.

Executive Search

We offer a retained assignment service for all Managerial and Senior Level positions – this is a unique and bespoke service that fully utilises our knowledge of the childcare industry to deliver the highest calibre of candidate. One of the benefits of this service is discretion – we can ensure that neither your team or your nursery parents will know you are recruiting. Please call us to discuss this service in more detail and for our fee structure.



Terms of Business for the introduction of permanent or fixed term Contract Staff

1. DEFINITIONS

1.1 In these Terms the following definitions apply:

"Agency"	Tigerlily Care Recruitment Ltd registered company no 08318210. Trading as Tigerlily Childcare of Norwood House, 9 Dyke Road, Brighton, BN1 3FE ("the Agency").
"Cancellation Fee"	means the fee payable by the Client to the Agency when the Client withdraws an offer of Engagement made to the Candidate before the Candidate has accepted the offer and which is calculated in accordance with clause 3.9.;
"Candidate"	means the person Introduced by the Agency to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency's own staff;
"Client"	means the person, organisation or corporate body together with any subsidiary or associated person or corporate body (as the case may be) to which the Candidate is introduced;
"Engagement"	means the engagement (including the Candidate's acceptance of the Client's offer), employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; or through a limited company of which the Candidate is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;
"Introduction"	means (i) the passing to the Client of a curriculum vitae or information which identifies the Candidate or (ii) the Client's interview of a Candidate (in person, by telephone or by any other means), following the Client's instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and "Introduces" and "Introduced" shall be construed accordingly;
"Introduction Fee"	means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;
"Remuneration"	means the Candidate's gross base annual salary;
"Replacement Candidate"	means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated during the first 8 weeks of the Engagement;
"Vulnerable Person"	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

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

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

2. THE CONTRACT

- 1.1. These terms of business and the attached Schedule(s) ("the Terms") constitute the contract between the Agency and the Client for the Introduction of permanent or contract staff (to be engaged directly by the Client) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.
- 1.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a *Director* of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
- 1.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a *Director* of the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 1.4. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.

3. NOTIFICATION AND FEES

- 3.1. The Client agrees to:
 - 3.1.1. notify the Agency immediately of the terms of any offer of an Engagement which it makes to the Candidate;
 - 3.1.2. notify the Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details to the Agency of the Remuneration agreed with the Candidate together with any documentary evidence as requested by the Agency; and
 - 3.1.3. pay the Introduction Fee, to be calculated in accordance with the provisions of this clause 3, by the due date for payment in clause 3.2.
- 3.2. The Introduction Fee calculated in accordance with clause 3.3 below is payable if the Client Engages the Candidate within the period of 12 calendar months from the date of (a) the Introduction, (b) the Client's withdrawal of an offer of Engagement or (c) the Candidate's rejection of an offer of an Engagement, (whichever is the latter).
 - 3.2.1 The Introduction Fee shall be payable within 14 days of the date of the Agency's invoice which shall be rendered once the Candidate accepts the offer of the Engagement, whether such offer is conditional or not.
- 3.3. The Introduction Fee is calculated in accordance with the attached Fee Structure Schedule based on the Remuneration applicable during the first 12 months of the Engagement.



Terms of Business for the introduction of permanent or fixed term Contract Staff (continued)

- 3.4. Where the actual Remuneration is not known, the Agency will charge an Introduction Fee calculated in accordance with clause 3.3 based on its determination of the Remuneration taking into account the market rate level of remuneration applicable for the position in which the Candidate has been Engaged and with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally.
- 3.5. Where prior to the commencement of the Engagement the Agency and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, the Introduction Fee will apply pro-rata. If the Client (a) extends the Engagement beyond the initial fixed term or (b) re-Engages the Candidate within 12 calendar months from the date of termination of the agreed period of the fixed term Engagement, then the Client shall be liable to pay a further Introduction Fee based on the additional Remuneration applicable for (a) the extended period of Engagement or (b) the period of the second and any subsequent Engagement, subject to the Client not being liable to pay a greater sum in Introduction Fees than the Client would have been liable for under clause 3.3 had the Candidate first been Engaged for 12 months or more.
- 3.6. The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.
- 3.7. VAT is charged at the standard rate on all fees.
- 3.8. The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.9. If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it prior to the Candidate accepting the Engagement, the Client shall be liable to pay the Agency a Cancellation Fee of £150.

4. REFUNDS

- 4.2. To qualify for a refund, the Client must comply with the provisions of clause 3.1 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the Engagement within 7 days of its termination or non-commencement.
A refund may not be payable, when:
 - 4.2.1 The candidate is being made redundant
 - 4.2.2 The client has made any unreasonable demands of the candidate
 - 4.2.3 The position has been terminated due to a change in role, hours, duties or work place location.
- 4.3. For the purposes of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client.
- 4.4. In circumstances where clause 3.5 applies, the full Introduction Fee is payable and there shall be no entitlement to a refund.
- 4.5. If subsequent to the Client receiving a refund the Candidate is re-Engaged within a period of 12 calendar months from the date of termination then the refund shall be repaid to the Agency. The Client shall not be entitled to any further refunds in relation to the re-Engagement of this Candidate.

5. INTRODUCTIONS TO THIRD PARTIES

Introductions of Candidates are confidential. If a Client discloses a Candidate's details to a third party, that will be deemed to be a "Third Party Introduction". If that Third Party Introduction results in an Engagement of the Candidate by the third party within 12 months of the Agency's introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of an Introduction Fee calculated in accordance with clause 3.3. Neither the Client nor the third party shall be entitled to a refund of the Introduction Fee under clause 4 in any circumstances.

6. SUITABILITY CHECKS

- 6.1. The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
 - 6.1.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate;
 - 6.1.2 ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body;
 - 6.1.3 confirm that the Candidate is willing to work in the position;
 - 6.1.4 obtain confirmation of the Candidate's identity and that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body;
 - 6.1.5 the agency will endeavour to personally interview all candidates. Where this is not possible a SKYPE interview will be carried out and the client informed;
 - 6.1.6 obtain two references. In the event of these references not being obtained the agency will inform the client in writing prior to the candidates start day.
- 6.2. Notwithstanding clause 6.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:
 - 6.2.1 taking up any references provided by the Candidate before Engaging the Candidate;
 - 6.2.2 checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
 - 6.2.3 the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
 - 6.2.4 satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.



Terms of Business for the introduction of permanent or fixed term Contract Staff (continued)

- 6.3. To enable the Agency to comply with its obligations under clause 6.1, the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:
- 6.3.1. the type of work that the Candidate would be required to do;
 - 6.3.2. the location and hours of work;
 - 6.3.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
 - 6.3.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 6.3.5. the date the Client requires the Candidate to commence the Engagement;
 - 6.3.6. the duration or likely duration of the Engagement;
 - 6.3.7. the minimum rate of Remuneration, expenses and any other benefits that would be offered;
 - 6.3.8. the intervals of payment of Remuneration;
 - 6.3.9. the length of notice that the Candidate would be entitled to give and receive to terminate their employment with the Client;

7. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Candidate is confidential and subject to the Data Protection Act 1998 ("DPA") and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the DPA in receiving and processing the data at all times. In addition, information relating to the Agency's business which is capable of being confidential must be kept confidential and not divulged to any third party, except for information which is in the public domain.

8. LIABILITY

The Agency 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 Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

9. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

10. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

11. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed for and on behalf of the Client

Print name

I confirm I am authorised to sign these Terms on behalf of the Client.

Date



Terms of Business for the introduction of permanent or fixed term Contract Staff (continued)

SCHEDULE: SCALE OF REFUND

1. The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.
2. Where the Applicant leaves during the first 8 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.
3. A full refund will be given if the Candidate fails to commence employment.

Week in which the Applicant leaves	% of introduction fee refunded
1 - 2	80%
3 - 4	60%
5 - 6	40%
7 - 8	20%

3. There will be no refund where the Applicant leaves during or after the 8th week of the Engagement.
4. In the event of the Client cancelling the Engagement after an offer of an Engagement has been made to the Applicant the minimum fee specified in clause 5 shall become payable, which shall be calculated as follows: 2 % of the Remuneration where the annual Remuneration is £20,000 or less and 3% of the Remuneration where the annual Remuneration is £20,001 or more.