

## TERMS & CONDITIONS OF BUSINESS

Knightwell Recruitment  
(Trading as Knightwell Services Ltd)  
Company Registration No: 14503658  
VAT No: 467 5764 41  
Registered Office: 5 Brayford Square, London, E1 0SG  
T: 0203 886 2364  
E: [info@knightwellrecruitment.com](mailto:info@knightwellrecruitment.com)  
W: [www.knightwellrecruitment.com](http://www.knightwellrecruitment.com)

### 1. Definitions

For the purposes of these Terms & Conditions:

- **"Client" / "You"** refers to any company, organisation or individual engaging Knightwell Recruitment.
- **"Agency"** refers to Knightwell Recruitment, trading as Knightwell Services Ltd.
- **"Candidate"** refers to any individual introduced to the Client by the Agency.
- **"Introduction"** means the provision of a Candidate's details to the Client by any means, including but not limited to CVs, profiles, emails, telephone conversations, interviews, or meetings.
- **"Engagement"** means the employment, engagement, or use of the Candidate by the Client or any third party connected to the Client, whether on a permanent, fixed-term, consultancy or any other basis.
- **"Fee"** means the recruitment fee payable to the Agency.
- **"Remuneration"** means the Candidate's total first-year earnings, including salary, bonuses, commissions, allowances and any other financial benefits.

### 2. Acceptance of Terms

These Terms & Conditions apply automatically and are deemed accepted by the Client without the need for a signed agreement.

Acceptance occurs when the Client:

- Requests candidate details
- Receives or reviews a Candidate introduction
- Interviews a Candidate
- Makes an offer of employment or engagement to a Candidate
- Engages or employs a Candidate introduced by the Agency

### 3. Recruitment Packages & Introduction Fees

The Client must select **one** of the following recruitment packages. All fees are calculated as a percentage of the Candidate's total first-year remuneration and are exclusive of VAT.

#### Bronze Package – 15% + VAT

Suitable for Clients requiring a straightforward candidate attraction service alongside their own recruitment efforts or existing suppliers.

**Includes:**

- 8-week candidate rebate
  - Dedicated Account Manager
  - All candidates fully screened and carefully selected
  - Roles promoted to the Agency's candidate database
  - Single LinkedIn role promotion
  - Use of specialist job boards
  - Standard market mapping
  - **If the candidate leaves within the rebate period, we will have four (4) weeks' exclusive right to source a replacement. If unsuccessful, a refund will be issued in line with the agreed rebate structure, based on the candidate's length of service.**  
**Refund structure | 0-4 weeks - 50% | 4-8 weeks - 25%**
- 

#### Silver Package – 20% + VAT

Suitable for Clients requiring a proactive, consultative recruitment service with enhanced candidate security and targeted headhunting.

**Includes:**

- 12-week candidate rebate
- Dedicated Account Manager
- All Bronze Package features
- Market salary insights and advisory support
- Branded client attraction materials
- Full market mapping and proactive headhunting
- Branded candidate attraction campaigns
- Targeted headhunt campaigns
- Recruitment aftercare
- **If the candidate leaves within the rebate period, we will have four (4) weeks' exclusive right to source a replacement. If unsuccessful, a refund will be issued in line with the agreed rebate structure, based on the candidate's length of service.**  
**Refund structure | 0-4 weeks: 75% | 4-8 weeks: 50% | 8-12 weeks: 25%**

## Gold Package – 25% + VAT

Suitable for Clients requiring a fully managed, high-impact recruitment solution with continuous candidate delivery and maximum market coverage.

### Includes:

- 16-week candidate rebate
  - All Silver Package features
  - Fully branded online recruitment campaigns
  - Branded microsites
  - Premium headhunting service
  - In-depth market mapping
  - Continuous recruitment activity until the position is filled
  - **If the candidate leaves within the rebate period, we will have four (4) weeks' exclusive right to source a replacement. If unsuccessful, a refund will be issued in line with the agreed rebate structure, based on the candidate's length of service.**  
**Refund structure | 0–8 weeks: 75% | 8–12 weeks: 50% | 12–16 weeks: 25%**
- 

## 4. When a Fee Becomes Payable

A Fee becomes immediately payable when a Candidate introduced by the Agency is:

- Offered a role by the Client, or
- Engaged or employed by the Client or any associated third party

This applies regardless of:

- Whether the Candidate was known to the Client previously
- The length of time between introduction and engagement
- Any changes to the Candidate's role, title, salary or contract type

## 5. Payment Terms

- An invoice will be raised on the Candidate's agreed start date.
- Payment is due within 7 calendar days of the start date.
- Late payments will incur a charge of £6.25 per day until paid in full.
- The Agency reserves the right to recover additional debt recovery and legal costs where applicable.

## 6. Replacement Guarantee & Rebate Terms

Where applicable under the selected package:

## **Replacement Guarantee**

- The Agency will attempt to provide a like-for-like replacement within 4 weeks of notification.
- If a replacement cannot be secured, a rebate will apply in accordance with the selected package.

## **Conditions of Guarantee**

The guarantee is only valid if:

- The invoice has been paid in full and on time
- The Agency is notified within 7 working days of the Candidate leaving
- The role, salary, hours and location remain unchanged
- The Client allows the Agency the full replacement period

The guarantee does not apply if the Candidate leaves due to:

- Redundancy
- Organisational restructuring
- Changes to the job role or working conditions
- Workplace misconduct or unsafe working conditions
- Breach of contract by the Client

## **7. Ownership of Candidate Introductions**

If the Client has had prior knowledge of or contact with a Candidate within the last 12 months, the Client must notify the Agency within 24 hours of receiving the Candidate's details.

Failure to do so confirms the Agency's ownership of the introduction and the Fee will be payable in full.

If the Candidate is passed to or hired by a third party or group company connected to the Client, the full Fee remains payable.

## **8. Confidentiality**

All Candidate information provided by the Agency is strictly confidential.

If a Candidate's details are shared with a third party and result in an engagement, the Client will be liable for the full Fee.

## **9. Interviews & Feedback**

The Client agrees to provide interview feedback within 48 hours, where reasonably possible. Failure to provide feedback may invalidate the replacement guarantee.

## **10. Suitability & Screening Responsibility**

While the Agency undertakes reasonable pre-screening, the Client remains fully responsible for:

- Right-to-work checks
- References
- DBS checks (where applicable)
- Qualification verification
- Final hiring decisions and suitability assessment

The Agency accepts no liability for losses arising from the Client's hiring decision.

## **11. Liability**

The Agency shall not be liable for:

- Actions or omissions of the Candidate
- Loss of profits, revenue, business or opportunity
- Indirect or consequential losses

The Agency's total liability is capped at the value of the Fee paid.

## **12. Governing Law**

These Terms & Conditions are governed by English Law, and any disputes shall fall under the exclusive jurisdiction of the Courts of England & Wales.