**PROVISION OF PERMANENT STAFF RECRUITMENT SERVICES**

**LA Recruitment ("LA") AND [INSERT CLIENT] ("Client")**

**1. APPLICATION OF TERMS**

1.1 The Contract shall be on these Terms to the exclusion of all other Terms and Conditions. Any changes or additions to the Services or to these Terms must be agreed in writing by a Director of LA(including any Terms or Conditions which the Client purports to apply under any order, confirmation of order, specification or other document).

**2. LA’S SERVICES**

2.1 LA’s service is to identify, fully brief, present and secure suitable employees **('Candidates')** for permanent employment by the Client, based on the requirement set out in Clause 3.1.

**3. CLIENT'S RESPONSIBILITIES**

1. The Client will provide to LA full details of its identity and the role, to include such details as description of role, job specification, key responsibilities, reporting lines, required levels of experience location, academic and professional qualifications, and if applicable, language skills.
2. The Client will advise LA of the minimum salary being offered and any other benefits and the intervals at which they will **be** paid and the length of notice which the Candidate will be required to give and entitled to receive to end the employment with the Client.
3. The Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or LA before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permissions to work as may be required, the arrangement of medical examinations and/or investigations of the medical history of any Candidate and satisfying any medical and other requirements, qualifications or permissions required by the law of the country in which the Candidate is engaged to work.
4. In the event that the Client decides to make an offer of employment to the Candidate then the Client must confirm all details of that offer to LA immediately, and In the event that the offer of employment or any variation is accepted by the Candidate then the Client shall advise LA in writing within five working days all relevant details of the Candidate's employment including remuneration and start date.

**4. INTRODUCTION OF CANDIDATES**

1. An Introduction is deemed to have taken place when LA sends a CV or other information, verbal or written, which identifies a Candidate to the Client **("Introduction").**
2. Introductions of the Candidate to the Client are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by LA which results in employment with that third party on a permanent or temporary basis within 12 months of the Introduction renders the Client liable to payment of LAs fees as set out in Clause 5 with no entitlement to any refund.
3. A Fee for the Introduction calculated in accordance with Clause 5, will be charged in relation to any Candidate engaged, employed or used by the Client as a consequence or resulting from the Introduction whether directly or indirectly within 12 months from the date of the Introduction.

4.4 LA shall use reasonable endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity and that the Candidate has the appropriate experience and qualifications to undertake the responsibilities advised to LA by the Client under Clause 3.1.

**5. FEES**

5.1 Placement Fees are charged for each Introduction of a Candidate and are calculated as a percentage of the total remuneration in the first year of employment. Total remuneration shall mean the gross remuneration or other fees payable to the Candidate arising out of or in connection with the first 12 months of employment including, without limitation to, basic salary, location weighting, relocation expenses, housing allowances, education allowances, any guaranteed or indicative bonus, and the provision of a car or car allowance

5.2 The Placement fee will be 15% of the basic salary, and will be payable on the candidate start date of employment with the Client.

1. If the Client decides not to offer the Candidate a permanent position but decides to use the Candidate for contract work then LAs Terms and Conditions for contract staff apply.
2. Expenses that may be incurred by LA during the execution of an assignment on behalf of the Client will be agreed in advance with Client in writing and such expenses will be charged to the Client separately to the Fee specified in Clause 5.2.

5.5 If the Client requires the Candidate to attend an interview then the Client will be responsible for all reasonable expenses incurred in attendance at the interview. Such expenses will be paid directly to the Candidate unless otherwise agreed in advance, in writing with LA.

**6. PAYMENT OF INVOICES**

All submitted invoices are payable within 14 days of the date of invoice. Any required sales or value added taxes will be charged in addition, if applicable. In the unlikely case the Client should be required to deduct withholding tax from an invoice then the Client will ensure that the amount paid to LA is the total value of the Invoice.

**7. TERMINATION OF CANDIDATE'S EMPLOYMENT**

1. If the employment of the Candidate is terminated for any reason other than redundancy, by the giving of proper notice by either the Client or the Candidate, within the first twelve weeks of employment, then LA will seek to introduce a replacement Candidate at no extra charge, provided LAs Fee invoice was settled within the terms set out in condition 6.
2. If LA is unable to find a replacement then the Client will be entitled to a rebate in accordance with the following scale:-

|  |  |
| --- | --- |
| NOTICE | PERCENTAGE REBATE |
| FIRST 4 WEEKS | 75% |
| BETWEEN 5 and 8 WEEKS | 50% |
| BETWEEN 9 and 12 WEEKS | 25% |

8.0 **LAW**

These terms and conditions shall be interpreted in accordance with Qatar Law and the parties agree to submit to the exclusive jurisdiction of the Qatar Courts.

9.0 TERMINATION

This agreement can be terminated by either party by giving three months written notice.

Signed on Behalf of the Client Signed on behalf of LA

Signed:………………………………………………. Signed:………………………………

Name:……………………………………………… Name:………………………………..

Position:…………………………………………….. Position:………………………………..

Date:………………………………………………… Date:……………………………………