

## *About Anders Plus*

Anders Plus recruitment has over 15 years experience with the last 8 years specialising in the Gardening, Landscaping and Horticulture industries. We provide an efficient and cost effective solution to small independent landscaping companies through to large PLC's and Chelsea Gold Medal winners.

Our continued success has been due to candidate and client recommendations, customer loyalty and consistently providing high quality candidates with a professional service to match.

We have a **dedicated Permanent Team** (UK & Int'l) to manage your long-term vacancies and a **thriving Temporary Team (London only)** to manage your day to day needs. We are confident we can solve any current or future staffing issues as we're **big enough to cope and small enough to care!**

## *Benefits & Services offered by Anders Plus*

1. **Gardening, landscaping and horticulture recruitment specialists** servicing London, the UK, and at times overseas.
2. **Large candidate database of 9000+ and growing rapidly!** - Our candidates are sourced from the UK and abroad, enabling us to cater for a broad range of permanent vacancies. We register anywhere between 2-10 candidates per day. We owe our success to our website, word of mouth and reputation, and our active involvement in the industry. Candidates are also sourced through specialist job boards and websites, The Garden Forum, BALI, Horticulture Week, Landscaper Magazine and UK Landscape News, to name a few.
3. **UK's lowest permanent placement fees of only 7.5% + 10 WEEK Guarantee OR Temp to Perm** – 6 weeks on our books then yours with no more to pay!
4. **Diverse range of candidates** - The expertise of our candidates includes Garden Designers, Hard/Soft Landscapers, Nursery/Garden Centre staff, Interior Landscapers, Horticulturalists, Gardeners and Grounds Maintenance staff, Managers/Supervisors/Team Leaders, Contracts Managers, Senior & Board Level Managers and more.
5. **Personal and friendly service from our experienced horticulture industry consultants** – All of our candidates are personally interviewed, regularly contacted and reference checked.
6. **We will drop the latest, leading candidates on your desk!** - There is no need to spend your funds on unproductive advertising, and your time sifting through inappropriate candidates.
7. **Post your vacancies for FREE with no obligation!** – We allow clients to post their vacancies on our web site for free and with no obligation. If we do not produce a candidate that you employ, you do not pay a penny!
8. **We keep you informed** – We will contact you regularly to discuss vacancy updates and potential candidates. If you fill a vacancy through an alternative method, please advise us immediately to alleviate unnecessary calls. We also regularly contact our clients via our newsletter which includes relevant industry news and information plus a selection of our recently registered candidate profiles, ensuring that you won't miss out on the top candidates-

- 9. A comprehensive temporary staff service in London –** Anders Plus provide a wide range of temporary and contract staff members in London.

## *Who are you going to call?*

To ensure your requirements are serviced in the most efficient manner, please contact the following key people:

<b>Permanent Consultants:</b>	<b>Clayton Colbert (London, Surrey, Kent &amp; International)</b> <b>Richard Bennett (UK wide)</b>
Temporary Consultants: (London only)	Kerry Canestra Leigh Stafford
Managing Directors:	Adrian and Marian Barker

## *Permanent Recruitment Options*

### **1) 7.5% Permanent Fee + 10 wk guarantee**

We will continue to offer our unique 7.5% permanent placement fee (of the 1<sup>st</sup> year annual salary). The fee is a one off payment and is backed with a 10 week guarantee period (sliding scale). The 10 week guarantee does not come into affect unless the payment terms are met.

This is how it works:

- The Anders Plus employee is taken onto your payroll from day 1 after you have reviewed their application, interviewed etc.
- You will be invoiced shortly after their commencement with you, usually in the first week.
- If the employee leaves, or is terminated by you within the first 2 weeks, you will be refunded 100%.
- After this period the following applies:
- 3<sup>rd</sup> week = 80% refund
- 4<sup>th</sup> week = 70% refund etc etc
- .....
- 10<sup>th</sup> week = 10% refund

### **2) Six week Temp to Perm**

We are pleased to offer our six week temp to perm facility to all our clients based on the following conditions.

This is how it works:

- The six-week period commences from the moment you inform us verbally, in writing, fax or e-mail that it is your intention to recruit the temp upon completion of the six weeks through Anders Plus. They are then available to switch (at no added cost and no guarantee) to your payroll.
- The six-week period must be six complete 40 hour weeks (not part weeks).
- The hourly charge will not be discounted in any way during this period.
- Our charge will reflect the proposed permanent rate, tax, NI and holidays.
- Please note there is no guarantee period with Temp – Perm as with normal permanent placements (See 9.3 of Terms and Conditions).

Please note that all payments will be subject to VAT

## ANDERS PLUS LTD CLIENT TERMS OF BUSINESS FOR PERMANENT OR CONTRACT STAFF

### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

<b>“Applicant”</b>	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff;
<b>“Client”</b>	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;
<b>“Agency”</b>	means Anders Plus Ltd Limited of Level 5, 71 Bondway, Vauxhall SW8 1SQ;
<b>“Engagement”</b>	means the engagement, employment or use of the Applicant by the Client or any third party 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; directly or through a limited company of which the Applicant is an officer or employee
<b>“Introduction”</b>	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
<b>“Remuneration”</b>	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, 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.

1.2. Unless the context requires otherwise, references to the singular include the plural.

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

### 2. THE CONTRACT

2.1. These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by [a *director of*] the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between 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.

### **3. NOTIFICATION AND FEES**

3.1. The Client agrees:

- a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
- c) To pay the Agency's fee within 14 days of the date of invoice.

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement whether such an offer shall be conditional or not and when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum from the due date until the date of payment.

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount equal to 7.5% of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

3.6 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

### **4. REFUNDS**

4.1. In order to qualify for the following refund, the Client must pay the Agency's fee within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2. If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a refund of 10% will be allowed against the Agency's fee for each complete week of the initial 10 week period not worked by the Applicant

4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

### **5. CANCELLATION FEE**

5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the agency a minimum of 50% of the fee due.

### **6. INTRODUCTIONS**

6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.

- 6.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.
- 6.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

## **7. SUITABILITY AND REFERENCES**

- 7.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant 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; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 7.2. At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 7.3. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 7.4. The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.5. Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 7.6. To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## 8. SPECIAL SITUATIONS

8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## 9. LIABILITY

9.1 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 an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

## 10. LAW

10.1 These Terms are governed by the law of England & Wales/ Scotland/ Northern Ireland and are subject to the exclusive jurisdiction of the Courts of England & Wales/ Scotland/ Northern Ireland

---

**Signed for and on behalf of the Client**

---

**Dated**