FOR LAW FIRMS

Questions to ask before you sign

From our article: **Recruiter exclusivity and rebates: what to ask before you sign**

Read it in full, with the sources for every figure: https://www.wilsonmannion.co.uk/insights/recruiter-exclusivity-and-rebates-what-to-ask-before-you-sign

Checked 22 October 2026. General information, not legal advice.

IN SHORT

Before you sign a recruiter's terms, find out what counts as an introduction and how long it lasts, whether you are tied to one agency and exactly when a rebate is due. Get the fee base, payment dates and CV rules in writing before any CV is sent. The right terms depend on the role and the firm, so compare two sets on one real salary.

Key takeaways

- Read the definition of an introduction, the introduction period, the rebate conditions and any exclusivity before you read the fee.
- There is no standard fee, rebate or exclusivity clause. The right terms depend on the role and the firm.
- UK law does not set what you pay a permanent-placement agency, and the REC says agencies are not legally required to offer refunds.
- Get terms in writing before any CV is sent, and ask a solicitor to read them.

Questions to ask before you sign

- [ ] What counts as an introduction, and how is it recorded?
- [ ] How long is the introduction period, and does it ever restart?
- [ ] Is the fee on salary or on package, and what counts as package?
- [ ] Is there a minimum fee?
- [ ] When is the invoice due, and can it be paid in instalments?
- [ ] Is any part of the fee paid before a hire, and is it refundable?
- [ ] What is the rebate schedule, week by week?
- [ ] Is it a refund or a replacement, and who chooses?
- [ ] What must I do to claim, and by when?
- [ ] What happens if the replacement also leaves?
- [ ] Is there any exclusivity, for which roles and for how long?
- [ ] What do you commit to in return, and can I leave if you miss it?
- [ ] How will CVs reach us, and has each candidate agreed to be put forward?
- [ ] Is the non-solicitation clause mutual?

Should you agree exclusivity on this role?

QUESTION	IF YES	IF NO
Is it a role an advert alone is unlikely to fill?	A limited exclusive or a retained search can make sense. Agree a period, a shortlist date and an exit.	Stay contingent. Use more than one agency if you wish, with a rule for duplicate CVs.
Has the agency read the role and told you what the market holds?	It has earned the conversation. Ask for exclusivity in writing, for this one role.	Do not agree yet. Ask for the market read first.
Will it commit to something in return?	Put it in the terms: a named contact, a shortlist date, no advert without your approval.	Treat exclusivity as a request, not a trade.
Can you leave if there is no shortlist by an agreed date?	Good. Write the date down.	Do not sign.