

Terms & Conditions of Business For The Introduction of Permanent Staff

1. DEFINITIONS

- 1.1 In these Terms of Business the following definitions apply:
“**Applicant**” means the person introduced by the Agency to the Client for an Engagement including any member of the Agency’s Own staff;
“**Client**” means the person, firm or corporate body together with any subsidiary company (as defined in the Companies Act 1985) or associated company (as defined in the Income and Corporation Taxes Act 1988 to whom the Applicant is introduced.
“**Agency**” means Peopletek Ltd of Sceptre House, 1 Hornbeam Square North, Harrogate, HG3 2QP.
“**Engagement**” means the engagement, employment or use of the Applicant by the client or any other third party on a permanent or temporary basis, whether under contract of services or for services under an agency, licence, franchise or partnership agreement; or any other engagement.
“**Introduction**” 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 other information which identifies the Applicant;
“**Remuneration**” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, car allowance or car (calculated as a maximum additional income of £5000) and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the applicant for the services rendered to or on behalf of the client.
- 1.2 Unless the context requires otherwise, reference to the singular includes the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.
- 1.4 For the avoidance of doubt, when providing services pursuant to these terms and conditions the agency is acting as an employment agency pursuant to the Employment Agencies Act 1973.
- 1.5 The Agency shall act as an intermediary between the Applicant and the Client and does not have any authority to bind the Applicant
- ## 2. THE CONTRACT
- 2.1 These Terms of Business are deemed to be accepted by the Client by virtue of instructing the Agency, an Introduction to, or the Engagement of, an Applicant or the passing of 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 shall prevail over any other terms of business or purchase conditions put forward by the Client. Where any clause or provision of these Terms of Business conflicts with any clause or provision of any subsequent contract or agreement between the Agency and the Client, these Terms of Business shall prevail, unless the subsequent contract or agreement specifically provides in writing that its terms shall prevail over these Terms of Business.
- 2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Agency and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.4 When requesting the Agency to provide details of potential applicants, the Client shall provide details of ; the identity of the Client, the commencement date and likely duration of any fixed term employment (if applicable), the work to be provided (including the location and the hours to be worked, the potential health and safety risks together with steps taken to prevent or control such risks), the training, qualifications or authorisations considered necessary, any expenses payable, the rate of remuneration and/or pay (and any other benefits offered by the Client together with the intervals at which the applicant would be paid, and length of notice which the applicant would be required to give and which the applicant would be entitled to receive to end the employment).
- 2.5 The Client agrees to the Agency advertising each vacancy which the Client issues to the Agency unless the Client specifies otherwise in writing

- 2.6 The Client agrees that upon the Agency providing details of a potential applicant, the Agency will be given priority over any duplicated applications by or on behalf of the same potential applicant. Should the Client receive a duplicated application, the Client shall not engage that potential applicant outside this agreement without the written permission of the Agency.

3. NOTIFICATION AND FEES

- 3.1 The Client Agrees:
- to notify the Agency immediately of any offer of an Engagement which it makes to the Applicant
 - to notify the Agency immediately that its offer of an Engagement has been accepted and to provide details of the Remuneration to the Agency; and
 - to pay the Agency’s fees within 30 days of the date of the invoice
- 3.2 Except in the circumstances set out in clause 5 below, no fee is incurred by the client until the Applicant commences the Engagement 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 above the base rate from time to time of Natwest Bank PLC from the due date until the date of payment, and the client will accept this charge for payment upon receipt of invoice.
 - Where the Client has failed to make payment of an invoice on time, to claim immediate payment of all invoices rendered including those within the 14 day period.
- 3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with Fee Structure, detailed below, on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.
- | | |
|-------------------------------|-------|
| Basic Recruitment Service | 15% |
| Standard Recruitment Service | 17.5% |
| Premium Recruitment Service | 20% |
| Executive Recruitment Service | 22.5% |
- 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 months of the 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.
- ## 4. REFUNDS AND REPLACEMENT
- 4.1 If the Engagement terminates before the expiry of 12 weeks from the commencement of the engagement (except where the Applicant is made redundant or where the Client opts for the Basic Recruitment Package) the fee will be refunded in accordance with the scale of refund, detailed below or the Client may request potential replacement Applicants to be put forward for consideration for the same role, salary and location. In this instance the Client will forgo any entitlement to a refund unless the Agency is unable to provide suitable replacement Applicants. Where the Client acquires the Basic Recruitment Service it shall not be entitled to any refund but may request potential replacement Applicants only.
- 4.2 The following scale of refund or the option to receive potential replacement Applicants only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.
- 4.3 Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid or potential replacement applicants will submitted for consideration to the Client. The Client will have the choice of either a replacement or a refund but not both. Refunds will be paid in accordance with the scale below and subject to conditions in clause 4.1

Week in which Applicant Leaves	% of Introduction fee refunded
1 - 2	100
3 - 5	50
6 - 12	20

- 4.4 There will be no Refund or Replacement where the Applicant leaves during or after the 13th week of the Engagement unless the Client has acquired either the Premium Recruitment Service in which case it may request Replacement (but not Refund) for an Applicant who leaves up to six months from the date of the Engagement or the Executive Recruitment Service in which case it may request Replacement (but not Refund) for an Applicant who leaves up to twelve months from the date of the Engagement, provided in each case that the Client had not previously received a Refund in respect of an Applicant leaving the same position within twelve weeks of the date of the Engagement or a Replacement Applicant for the same position at any point since the date of the Engagement.
- 4.5 Should the client or any subsidiary or associated company of the Client subsequently engage or re-engage the Applicant within the period of 12 Calendar months from the date of termination of Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to a refund.
- 5 SEARCH AND SELECTION**
- 5.1 A 30% fee shall be payable in the following instalments:
- One third of the fee upon acceptance of the Client's instructions payable within 14 days of invoice.
 - One third of the fee upon delivery via the Agency of a short list of Applicants payable within 14 days of invoice
 - The final third of the fee upon Applicant commencement of the Engagement payable within 14 days of invoice
- 5.2 In the case of retained searches, where the precise Remuneration is not known in advance, the Remuneration will be estimated for the purposes of the first two instalments of the fee. The final instalment of the fee will be based upon the actual Remuneration and any necessary adjustments made
- 5.3 In addition clause 4 above shall not apply to retained searches, and no entitlement to refunds of any paid instalments arises, where the Client decides not to proceed with the search or appointment of the Applicant
- 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 12 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 or replacement
- 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 12 months from the date of the Agency's Introduction
- 6.3 Where the amount of the actual Remuneration charge 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, in particular the Agency shall;
- 7.1.1 Obtain confirmation of the Applicants identity, that the Applicant has the experience, training, qualifications and any authorisations which the Client has notified the Agency pursuant to clause 2.4 above, that it considers necessary and that the Applicant is willing to work in the position which the Client is seeing to fill;
- 7.1.2 Inform the Client of such of the matters as outlined in clause 7.1.1 as the Agency shall have obtained confirmation of;
- 7.1.3 Take all steps as are reasonably practicable to ensure that the Client and the 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.
- 7.1.4 Take all 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.

- 7.1.5 Notwithstanding clause 7.1 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 shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.
- 8 LIABILITY**
- 8.1 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 by the Client or from 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
- 8.2 The Client shall indemnify and keep indemnified the Employment Agency against and costs, claims or liabilities incurred by the Employment Agency arising out of any Assignment or arising out of any non-compliance and/or as a result of any breach of these Terms by the Client.
- 9 LAW**
- These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.