

**CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR FIXED TERM CONTRACT STAFF
(TO BE DIRECTLY EMPLOYED BY THE CLIENT)**

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Applicant” means the person introduced or referred 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;

“Client” means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to which the Applicant is introduced;

“Agency” means Talentia Group, First Floor, Braebourne House, Woodlands, Bristol BS32 4QL

“Engagement” 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;

“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 vitæ or information which identifies the Applicant **and** ; (iii) where that Applicant has not been introduced directly or indirectly within the 6 months prior to the introduction to the Client by either the Applicant themselves or a third party; and which leads to an Engagement of that Applicant;

“Remuneration” includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car 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. Where the engagement is on a part time basis, the remuneration will be equalised to that of a full-time engagement for the purposes of calculating the Agency’s fee.

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 Harry Driscoll 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 Commencement Date and the Remuneration to the Agency; and
- c) To update the Agency immediately if there is a change in the offered or agreed Remuneration or the commencement date. The Agency reserves the right to adjust the Fee or require the payment of an additional Fee if there is a change; and
- d) 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 when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to :

- Claim interest at charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum from the due date until the date of payment. The Agency may recover from 8% above the Bank of England base rate on overdue invoices
- Claim Compensation of between £40.00 - £100.00 per invoice on any that are overdue
- Claim reasonable costs of collecting the debt if they are more than the above compensation amount

Invoice amount	Compensation per invoice
£0.01 - £999.99	£40.00
£1,000 - £9,999.99	£70.00
Over £10,000	£100.00

3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Fee Structure outlined in the schedule to this document and on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable. The Client shall be liable to pay the Agency's fee in respect of an Applicant Introduced notwithstanding that the Client Engages the Applicant in a different position to that originally envisaged and whether such Applicant is engaged on a full time or part time basis.

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, or any associated or subsidiary company of 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

It is a condition precedent to any post Engagement benefit, such as Refund or any other form of warranty mentioned in or otherwise inferred from these Terms of Business, that the relevant invoice is paid to terms.

In order to qualify for the following refund

4.1 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 12 weeks from the commencement of the Engagement (other than by reason of Redundancy or the Applicant's death) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business

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.

4.4 In these Terms of Business a Refund means a sum to be Refunded by the Agency to the Client in certain circumstances to discount future invoices raised to the Client.

4.5 Irrespective to any proven or claimed right to a Refund, all invoices must be paid within their credit terms to the Agency's Factor (Perm Simply) and there is no right to set off any proven or claimed right to a Refund

4.6 The Client must pay the Company's fee within the credit terms of the invoice. Note: If payment is not received within the credit terms, the Refund shall not apply.

5. INTRODUCTIONS

- 5.1 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.
- 5.2 In the event of there being any dispute regarding candidate ownership and introduction between the Agency and any third party, preference will be given by the Client to that party who can provide Client specific written, signed and dated representation authorisation from the Applicant. In the event that all parties provide this information, the Client will liaise directly with the Applicant (who will make the decision on which party is to represent them to the Client).
- 5.3 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.
- 5.4 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.
- 5.5 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.
- 5.6 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within [3] months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.]

6. SUITABILITY AND REFERENCES

- 6.1 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.
- 6.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 6.1 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.
- 6.3 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.

- 6.4 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.
- 6.5 Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 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.
- 6.6 To enable the Agency to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 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 and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales

Signed for and on behalf of the Client

Dated

SCHEDULE: SCALE OF REFUND

- The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.
- Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.

Week in which the Applicant leaves	% of introduction fee refunded
1 – 4	100%
5 – 8	50%
9 - 12	25%

- There will be no refund where the Applicant leaves during or after the 13th week of the Engagement.

SCHEDULE: FEE STRUCTURE

- The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the following Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable:

Salary	Fee charged
Up to £20,000	12%
£20,001 to £30,000	12%
£30,001 and above	12%