

TERMS OF BUSINESS FOR INTRODUCTION OF PERMANENT OR CONTRACT STAFF

1. **DEFINITIONS**

1.1 These Terms of Business (Terms) are between Working Solutions (Mercia) Limited acting as an employment agency (we/us) and the Client (you) and the following definitions apply:

"Applicant"	means the person introduced by us to you for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company or members of our own staff;
"Client"	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced;
"Engagement"	means the engagement, employment or use of the Applicant in any capacity by you or any third party on a permanent or temporary basis, whether direct or otherwise;
"Introduction"	means (i) your interview of an Applicant in person or by telephone, following your instruction to us to search for an Applicant; or (ii) our passing to you a curriculum vitae or other information which identifies the Applicant; and which leads to an Engagement of that Applicant;
"Remuneration"	includes salary or fees, payments and other taxable (and where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or for you.

1.2 Unless context requires otherwise, references to singular include plural and vice versa.

1.3 Headings in these Terms are for convenience only and do not affect their interpretation.

2. **THE CONTRACT**

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

2.2 These terms contain entire agreement between us and you and unless otherwise agreed in writing by one of our directors, these Terms prevail over any other terms of business or purchase conditions put forward by you.

2.3 No variation or alteration of these Terms shall be valid unless details of such variation are agreed between us and you and set out in writing and a copy of the varied terms given to you stating date on or after which such varied terms shall apply.

3. **INTRODUCTION AND FEES**

3.1 You agree

3.1.1 to notify us immediately of any offer of an Engagement you make to the Applicant;

3.1.2 to notify us immediately your offer of an Engagement to the Applicant has been accepted and to provide to us details of the Remuneration; and

3.1.3 to pay our fee in Sterling (whilst Sterling remains legal tender in UK) within 21 days of invoice date.

3.2 You incur no fee until Applicant commences the Engagement when we will render an invoice to you for our fees.

3.3 You accept our reserved statutory right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (together with any and all additions and/or amendments thereto) and the Late Payment of Commercial Debts Regulations 2002 (together with any and all additions and/or amendments thereto) if we are not paid according to our agreed credit terms.

3.4 The fee payable to us by you for an Introduction resulting in an Engagement is calculated in accordance with our accompanying scale of fees on annual Remuneration at commencement of Engagement. VAT is payable in addition to the fee.

3.5 If there are exceptional circumstances (commission etc.) where an annualised pay figure cannot be determined at outset, we will agree with you (and confirm in writing) a pay figure on which our fee will be based, before the Introduction.

3.6 A fee in accordance with clause 3.4 will be payable in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through us, whether direct or indirect, within 12 months from the date of our Introduction.

3.7 For an Introduction of an Engagement to last for less than 6 months, we will agree with you (and confirm in writing) a special fee, before the Introduction. You must tell us if there is any extension of the short term Engagement and pay an additional fee pro rata. If you subsequently engage or re-engage the Applicant within 12 months from date of termination of Engagement or withdrawal of offer, a full fee calculated in accordance with clause 3.4 is payable, with no entitlement to any refund.

3.8 Introductions of Applicants are confidential. Disclosure by you to a third party of any details regarding an Applicant introduced by us which results in an Engagement with that third party within 12 months of the Introduction renders you liable to payment of our fee as set out in clause 3.4 with no entitlement to any refund.

3.9 If Remuneration not ascertainable (or agreed in accordance with clause 3.5 above) we will charge a fee calculated in accordance with clause 3.4 on minimum level of remuneration applicable for the position in which Applicant engaged with regard to any information supplied to us by you and/or comparable positions in the market generally for such positions.

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3.10 If you receive details of an Applicant from other agency(s) you must advise us without delay in order to establish which agency instrumental in the Engagement and due the fee.

4. REFUNDS

4.1 To qualify for refund guarantee you must notify us in writing of termination of Engagement within 7 days of its termination.

4.2 Except in the case of clause 3.7 above, if Engagement terminates before expiry of 12 weeks from commencement of Engagement our fee will be rebated as set out in our scale of fees.

4.3 If an Applicant engaged by you approaches us during any rebate period to ask for alternative employment and is offered and accepts alternative employment through our agency within rebate period, rebate is payable from date of acceptance of new offer.

5. INFORMATION TO BE PROVIDED

5.1 To enable us to comply with our obligations under these Terms you undertake to provide to us details of position you seek to fill, including type of work Applicant required to do; location and hours or work; experience, training, qualifications and any authorisation you consider necessary or which required by law or any professional body for Applicant to possess in order to work in the position; and any risks to health or safety known to you and what steps you have taken to prevent or control such risks. In addition you shall provide: details of date you require Applicant to commence; duration or likely duration of the work; minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration; length of notice Applicant to give and entitled to receive to terminate their employment with you.

5.2 You shall undertake you know of no reason why it would be detrimental to the interests of the Applicant to work in the position you are seeking to fill.

6. SUITABILITY

6.1 We endeavour to ensure suitability of any Applicants introduced to you by obtaining confirmation of Applicant's identity and entitlement to work in UK; that Applicant has the experience, training, qualifications and any authorisation you consider necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position you seek to fill.

6.2 When proposing an Applicant to you we will inform you of such matters in clause 6.1 as we have obtained confirmation of. Where such information is not given in paper form or by electronic means it will be confirmed by such means by end of third business day (excluding Saturday, Sunday and Public Holidays) following, save where Applicant is being proposed for a position which is same as one in which the Applicant has worked within previous five business days and such information has already been given to you.

6.3 We endeavour to take all such steps as are reasonably practicable to ensure you and Applicant are aware of any requirements imposed by law or any professional body to enable Applicant to work in position you seek to fill and to ensure it would not be detrimental to your interests or Applicant interests to work in said position.

6.4 Notwithstanding clauses 6.1, 6.2 and 6.3 above, you shall satisfy yourselves as to the suitability of Applicants and shall take up any references provided by Applicants and/or us. You are responsible for obtaining work and other permits, 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.

6.5 Where Applicant is required by law, or any professional body, to have any qualifications or authorisations to work in the position you seek to fill; or work involves caring for or attending one or more persons under the age of 18, or any person who by reason or age, infirmity or who is otherwise in need of care or attention, we will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications of the Applicant, two references from persons not related to the Applicant who have agreed the references they provide may be disclosed to you and all other reasonably practical steps to confirm Applicant is suitable for the position. If we are unable to do any of the above we shall inform you of steps taken to obtain this information.

6.6 We shall notify you immediately if, within 3 months of Engagement of an Applicant, we receive or otherwise obtain information which gives us reasonable grounds to believe the Applicant is or may be unsuitable for the position in which employed.

7. LIABILITY

7.1 We 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 you arising from or in any way connected with us seeking an Applicant for you or from the Introduction to or Engagement of any Applicant by you or from our failure to introduce any Applicant. For avoidance of doubt, we do not exclude liability or personal injury arising from our own negligence.

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8. **LAW AND PRACTICE**

- 8.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.
- 8.2 Whilst we consider these Terms are reasonable in normal circumstances, if any one or more of these Terms shall be judged to be void as going beyond what is reasonable in any particular circumstances for the protection of our legitimate business interests but would be valid if some part of these Terms were deleted or a period reduced, such term shall apply with such modification as necessary to make it valid.
- 8.3 As a corporate member of TEAM (The Employment Agency Movement) we are bound by TEAM's Code of good recruitment practice, a copy of which is available on request.
- 8.4 These Terms supersede any previous Terms.

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Signed _____
Print Name _____
Date _____
Company _____