

Terms & Conditions – Permanent Staff

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

- “Applicant” means the person introduced by the Company to the Client for an Engagement including any members of the Company’s 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;
- “Company” means On-Site Recruitment Solutions Limited and / or any subsidiary or associated company of On-Site Recruitment Solutions Limited;
- “Engagement” means the engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement;
- “Introduction” means the Client’s interview of an Applicant in person or by telephone following the Client’s instruction to the Company by search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client.
- “Remuneration” includes base salary, 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 a company car is provided by the Client, a notional amount of £5,000 will be added to the salary in order to calculate the Company’s fee.

- 1.2 Unless the context required otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa
- 1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1 These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to or the Engagement of an Applicant.
- 2.2 Unless otherwise agreed in writing by a Director of the Company, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of the Company.

3. NOTIFICATION AND FEES

- 3.1 The fee payable to the Company 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.

Remuneration	Introduction Fee
£0 to £19,999	15%
£20,000 to £29,999	20%
£30,000 - £39,999	25%
Over £40,000	30%

In respect of fixed duration contracts of less than 12 months, the fee will be calculated pro-rata to the fee structure above, subject to a minimum fee of £500

- 3.2 No fee is incurred by the Client until the Applicant commences the Engagement when the Company will render an invoice to the Client for its fees.
- 3.3 The Client agrees:
  - a) to notify the Company immediately of any offer of an Engagement which it makes to the Applicant;
  - b) to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to

c) to pay the Company’s fee within 14 days of the date of invoice without set-off or deduction.

- 3.4 The Company 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 National Westminster Bank Plc from the due date until the date of actual payment.

4. REBATE GUARANTEES

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

- 4.2 If the Engagement terminates before the expiry of 8 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated in accordance with the following Scale of Rebates:

Week in which the Applicant Leaves	% of Introduction Fee to be rebated
1 to 2 weeks service	75%
3 to 6 weeks service	50%
7 to 13 weeks service	25%

There will be no rebate where the Applicant leaves during or after the 14th week of the Engagement.

- 4.3 The rebate will not apply to Applicants previously supplied on a temporary basis.
- 4.4 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 6 calendar months from the date of termination of the Engagement, a full fee calculated in accordance with clause 3.1 above becomes payable with no further entitlement to rebate.

5. INTRODUCTION

- 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 Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company’s fee as set out in clause 3.1 with no entitlement to any rebate.

- 5.2 An introduction fee calculated in accordance with clause 3.1 will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Company, whether direct or indirect, within 6 months from the date of the Company’s Introduction.

6. SUITABILITY

- 6.1 The Company endeavors to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and shall take up any references provided by the Applicant and / or the Company 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.

7. LIABILITY

- 7.1 The Company 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 Company 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 Company to introduce any Applicant. For the avoidance of doubt, the company does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

- 8.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

I have read, understood and accepted the above Terms and Conditions and agree that they will supercede all others unless otherwise confirmed in writing by a Director of On Site recruitment Solutions Limited.

Signed: .....

Name: .....

Position: .....

Date: ...../...../.....