

# Staff Select Ltd

## Terms Of Business

### FOR THE INTRODUCTION OF STAFF TO BE DIRECTLY EMPLOYED BY CLIENTS (Permanent staff)

- 1. These Terms and Conditions of business are between STAFF -SELECT (herein called the Company) and the employer Client (hereinafter called the "Client") and are deemed to be accepted by the Client by virtue of an interview or the engagement (which terms includes employment or use, whether under a contract of service or for services, or under an agency, licensee, franchise or partnership agreement) of an applicant introduced by the Company.
- 2. 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.
- 2.1 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 terms of business or purchase conditions put forward by the client. Where any clause or provision of these terms and conditions 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.
- 2.2 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.
- 2.3 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 & safety risks together with the 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 the length of notice which the applicant would be required to give and which the applicant would be entitled to receive to end the employment.
- 2.4 The client agrees to the agency advertising each vacancy which the client issues to the Agency unless the client specifies otherwise in writing.
- 2.5 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. The client agrees:-
  - a) To notify the Company immediately an engagement is accepted
  - b) To pay the fee of the Company, within 5 days of invoice.
- 4. The fee payable to the Company by the client for the introduction of an applicant is calculated as set out in the scale of fees on the gross remuneration which the applicant is entitled to earn during the first 12 months of his engagement by the Client. Remuneration includes all salary, payments and other taxable emoluments payable to, or receivable by, the applicant for services rendered to or on behalf of the Client. VAT will be charged in addition to the fees.

#### Applicant Remuneration

#### Fee Payable

Up to £10,000 p.a.

12% of Annual Remuneration

£10,000 - £15,000 p.a.

15% of Annual Remuneration

£15,000 - £20,000 p.a.

18% of Annual Remuneration

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Over £20,000 p.a.

20% of Annual Remuneration

- 5. Should the relevant employment terminate, before the expiry of two months (save where, as a result of the applicant being made redundant by the Client), the fee will be rebated in accordance with the Scale of Rebate, provided that the client notifies the Company in writing within 14 days of the date of invoice. If, after the offer of engagement has been accepted by the applicant, the Client decides for any reason not to proceed with the appointment, it shall be liable to pay the Company the minimum fee indicated on the Scale. Should the Client or any subsidiary or any associated company of the Client subsequently re-engage the applicant within the period of 6 calendar months from the date of termination, or withdrawal, of the offer- a full fee in accordance with paragraph 3 above becomes payable (with no entitlement of the refund).

Up to two weeks .....75% Refund

Two weeks to four weeks .....50% Refund

Four weeks to eight weeks .....25% Refund

- 6. There will be no refund where the applicant leaves during or after the 9th week of the engagement.
- 7. Should the Client or any subsidiary or associated company of the Client subsequently engage or re-engage 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 (4) above becomes payable, with no entitlement to the refund.
- 8. 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 4 with no entitlement to any refund.
- 9. The Company endeavours to ensure the suitability of any applicant introduced to the Client. The Client shall, notwithstanding, satisfy himself as to the suitability of any 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, for the arrangement of medical examinations and / or investigations into the medical history of any applicant and satisfy any medical and other requirements or qualifications required by law.
- 10. The Company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the client arising from or in any way connected with the Company seeking an applicant for the Client or the introduction by the Company to the Client of any applicant or the engagement of any applicants by the Client.
- 11. These terms are governed by the law of England & Wales and are subject to exclusive jurisdiction of the courts of England & Wales.