

Terms of Business for the Introduction of Permanent or Contract Staff to be Directly Employed by the Client

Name of Client –

1. DEFINITIONS

- 1.1 In these terms of business the following definitions apply:
“Agency” means Mpeople Recruitment Limited of Premier House, Bradford Road, Cleckheaton, BD19 3TT.
“Applicant” means the person introduced by the agency to the client for the engagement including any officer or employee of the applicant if the applicant is a limited company and member of the agency’s own staff.
“Client” means the person, firm or corporate body together with any subsidiary or associated company defined in the Companies Act 1985 to whom the Applicant is introduced.
“Engagement” means the engagement, employment or the use of the Applicant directly by the client or any third party on a permanent basis, whether under contract of services; and agency licence, franchise or partnership arrangement; 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 Vitae or information which identifies the Applicant; and which leads to an engagement of that Applicant.

- 1.2 Unless the context otherwise requires, references to the singular include the plural and the reference to the masculine include feminine and vice versa.
 1.3 The 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 the Agency and the Client and are deemed to be accepted by the client by virtue of the 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 the Managing Director or a member of the Senior Management Team of the Agency, these terms prevail over any terms of business or purchase conditions put forward by the Client.
 2.3 No variation or alternation 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 which such a 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 salary to the Agency; and
 c) to pay the agency the fee within 14 days of the date of invoice.
 3.2 The client incurs no fee 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 overdue amounts at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date of payment.
 3.4 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated as 18% of the salary applicable during the first 12 months of the engagement. VAT will be charged in addition to the fee applicable. In the event that the Engagement is for a fixed term contract of less than twelve months or a part time position and the engagement is extended beyond the initial fixed term or if the client re-engages the Applicant within six calendar months from the date of the termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional salary 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 sooner.
 3.5 If the employment of an Applicant is terminated, for whatever reason other than redundancy, or the Applicant resigns for any reason other than discrimination against them, as defined by English Law, and the termination is within 65 working days of the Applicant’s commencement date, and if the Agency are unable to refill the same position within a one month period from the termination date and where the Client has paid a fee of 18% the ‘Promised Success’ Guarantee will apply. To qualify for the ‘Promised Success’ Guarantee the Client must pay the Agency’s fees 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.
 3.6 Should the Client or any subsidiary or associated third party company subsequently engage or 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 the clause 3.4 becomes payable, with no entitlement to refund.
 3.7 For a period of 3 months following the first Engagement, the Client shall, in relation to any subsequent Engagement, be entitled to receive a 1% discount on any charges which would otherwise be payable hereunder.

4. INTRODUCTIONS

- 4.1 Introduction 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 the period of 6 calendar 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.
 4.2 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 6 months from the date of the Agency’s Introduction.

5. SUITABILITY AND REFERENCES

- 5.1 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 other 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 seek work in the position which the Client seeks to fill.
 5.2 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 ensure the Applicant to work in the position which the client seeks to fill.
 5.3 Notwithstanding Clauses 5.1, 5.2, & 5.3 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 or medical examinations and/or investigations into medical history of any Applicant, and satisfying medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
 5.4 To enable the Agency to comply with its obligations under clause 5.1, 5.2, & 5.3 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 of the work if contracted; the salary applicable in the first year, the intervals of payment of salary, expenses and any other benefits that would be offered; the length of any notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.
 5.5 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, the Agency will take all reasonable 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 have disclosed to the Client and has taken all reasonable 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
 5.6 It shall be the responsibility of the Client to ensure the Applicant has proof of right to work in the UK.

6. LIABILITY

- 6.1 The Agency shall not be liable under any circumstance for any loss, expenses, damage, delay, costs or compensation (whether direct or indirect or inconsequential) which may be suffered or incurred by the Client arising from or in anyway connected with the Agency seeking an Applicant for the Client 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 the death or personal injury arising from its own negligence.

4. LAW

- 7.1 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.

Agreed on behalf of the client

Signed _____

Printed _____

Date _____