

# Terms of Business for the Introduction of Permanent Driving & Ancillary Logistics Staff

Please find below our Terms of Business to which we draw your specific attention. Please feel free to return a copy signed by an authorised officer of your organisation and confirm acceptance of the terms of all future ordering purposes. Please note that any order placed hereafter is only ever accepted on the basis of these terms whether or not you have returned a signed copy. A copy of these Terms along with the Fax Confirmation Report will be placed on file as proof of you having received them.

Between \_\_\_\_\_ T/A **HIREAPERSON LTD**

(hereinafter called the Employment Agency)

and \_\_\_\_\_

(hereinafter called the Client)

## 1. Definitions

i) In these Terms of Business the following definitions apply: -

**“Applicant”** means the person introduced by the Employment Agency to the Client for an Engagement including any members of the Employment 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 1985 to whom the Applicant is introduced.

**“Employment Agency”** as defined above.

**“Engagement”** means the engagement, employment or use of the Applicant by the Client or any third part to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services, under an Employment Agency, licence, franchise or partnership agreement, or any other engagement.

**“Introduction”** means any means of method which leads to an engagement of the Applicant by the Client under a Contract of Service or a Contract for Services but includes without prejudice to the generality of this definition the following: -

- a) The presentation of an Applicant to the Client by the Employment Agency whether or not that Applicant was known previously to the Client;
- b) Interview by the Client of an Applicant in person or by telephone following an application or request from the client to the Employment Agency to search for an Applicant;
- c) The passing to a Client by the Employment Agency of a Curriculum Vitae or other information which identifies the Applicant; or
- d) The making available by the Client to the Applicant of an opportunity to gain training and/or experience and which leads to an engagement of the Applicant by the Client

**“Remuneration”** includes 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. When a company car is provided by the Client, a notional amount of £2,000 will be added to the salary in order to calculate the Employment Agency's fee.

ii) Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

iii) The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. The Contract

i) These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.

ii) The terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Director/Proprietor of the Employment Agency, these Terms of Business shall prevail over any other business or purchase conditions put forward by the Client.

iii) No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment 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

i) The Client agrees:

- a) to notify the Employment Agency immediately of any offer of an Engagement which it makes to the Applicant.
- b) to notify the Employment Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Employment Agency; and
- c) to pay the Introduction Fee, to be calculated in accordance with the provision of this clause 3, within 14 days of the date of the invoice.

ii) No fee is incurred by the Client until the Applicant commences the Engagement when the Employment Agency will render an invoice to the Client for its fees.

iii) The Employment Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 2% above the base rate per month or part of a month.

iv) An introduction fee is payable to the Employment Agency by the Client for the introduction of an applicant. This may take the form of a single "one off" introduction fee, or alternatively the Client may opt for weekly payments over a 10-week period. Fee options are as follows: -

Job Category	Single Introduction Fee	Percentage of Starting Salary	Weekly Payment Plan
Drivers holding LGV Class I and II Licences	£	%	
Drivers authorised to driver 7.5 ton vehicles	£	%	
Light Van & Car Drivers, Fork Lift Truck Drivers	£	%	
Warehouse Operatives and Drivers' Mates	£	%	
VAT will be charged in addition to the fee.			

#### 4. Refund Guarantees

- i) If, after an offer has been made and accepted, the Engagement (a) does not commence because the Candidate withdraws their acceptance; or (b) once it has commenced, is terminated by either the Candidate or the Client (except in circumstances where the candidate is made redundant) before the expiry of 10 weeks from the date of commencement of the Engagement; then subject to the terms of clause 4.2 the Agency will refund the Introduction Fee in accordance with the accompanying Scale of Refunds set out below:

Single 'One off' Introduction fee or % of starting salary	Up to 5 week's service – 50% fee credit, 6 weeks service and over - nil
10 -Week Payment Plan	Weekly invoices will not be raised after the date of termination, however all invoices up to and including the week of termination shall remain liable for payment. In the event that a replacement candidate is found, then weekly invoices shall be payable for the remaining balance of the 10-week Payment Plan period.

Should the Client or any subsidiary or associated company of the Client subsequently re-engage the applicant, or the use of an applicant, within the period of six calendar months from the date of termination a full fee in accordance with Paragraph 3(iv) above becomes payable (with no entitlement to a refund).

- ii) In order to qualify for the refund set out in clause 4.1 then the Client must comply with the provisions of clause 3.1 and must notify the Agency in writing of the termination of the Engagement or the non-commencement of the engagement within 7 days of its termination or non-commencement.
- iii) For the purpose of this clause 4 the date of termination of the Engagement shall be the date on which the Candidate ceases working or would have ceased working for the Client, but for any period of garden leave or payment in lieu of notice, whichever is the later.

#### 5. Cancellation

- i) If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Employment Agency a minimum fee of £595 or the full agreed introduction fee – whichever is the lower.

#### 6 Introduction

- i) Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding the Applicant introduced by the Employment Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to pay the Employment Agency's full fee as set out in clause 3.4 with no entitlement to any refund.
- ii) 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 Employment Agency, whether direct or indirect, within 6 months from the date of the Employment Agency's introduction.
- iii) Where the amount of the actual Remuneration is not known the Employment 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 Employment Agency by the Client and/or comparable positions in the market generally for such positions.

#### 7. Suitability & References

- i) The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to
- ensure that it would not be detrimental to the interests of either the Client or the Candidate;
  - ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body; [and]
  - confirm that the Candidate is willing to work in the position [and]
  - obtain confirmation of the Candidate's identity; and that the Candidate 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.

Notwithstanding clause 6.1 the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the position they are seeking to fill. The Client is responsible for:

- taking up any references provided by the Candidate before Engaging the Candidate;
- checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
- the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
- satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.

- ii) To enable the Agency to comply with its obligations under 7.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:
- the type of work that the Candidate 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 Candidate to possess in order to work in the position;
  - any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - the date the Client requires the Candidate to commence the Engagement;
  - the duration or likely duration of the Engagement;
  - 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 Candidate would be entitled to give and receive to terminate their employment with the Client.
- iii) obtain and offer to provide copies to the Client of two references from persons who are not relatives [see Note 17] of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.

#### 8. Special Situations

- i) 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 Employment 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 Employment 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**

- i) The Employment Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct or indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Employment Agency for the Client from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Employment Agency introduce any Applicant. For the avoidance of doubt, the Employment Agency does not exclude liability for death or personal injury arising from its own negligence.

**10. Law**

- i) These Terms are governed by the law of the country and the exclusive jurisdiction of the Courts of the country in which the Employment Agency has its operational address.

**I confirm having read the contents of pages 1 to 3 inclusive of the attached Terms & Conditions and accept the same**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Signature: \_\_\_\_\_

Fax Received on (Fax No.): \_\_\_\_\_ Print Name: \_\_\_\_\_

Company Name \_\_\_\_\_ Position in Company \_\_\_\_\_